

1 UNITED STATES DISTRICT COURT
2 FOR THE
3 NORTHERN DISTRICT OF GEORGIA
4 CIVIL ACTION NO. 1:21-cv-02003-MHC-LTW

5 JEFFREY D. CORDTZ,
6 Plaintiff,
7 v.

8 JOHNSON LEGAL OFFICES, L.L.C., FCI
9 LENDER SERVICES, INC., LARRY W. JOHNSON,
10 Defendants.

11 - - -
12 VIRTUAL
13 DEPOSITION UNDER ORAL EXAMINATION OF
14 JANUARY N. TAYLOR
15 October 18, 2021

16 - - -
17 REPORTED BY: LAURA A. GRABOWSKI, CCR

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19
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Job No. P1-4852635

<p style="text-align: right;">Page 2</p> <p>1 Transcript of the deposition of 2 JANUARY N. TAYLOR, called for Oral Examination in 3 the above-captioned matter, said deposition taken 4 pursuant to Federal Court Rules of Practice and 5 Procedure by and before LAURA A. GRABOWSKI, a 6 Certified Court Reporter for the State of New 7 Jersey, commencing at 10:00 a.m. 8 9 - - - 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25</p>	<p style="text-align: right;">Page 4</p> <p>1 - - - 2 I N D E X 3 - - - 4 5 Testimony of: JANUARY N. TAYLOR PAGE 6 7 DIRECT EXAMINATION BY MR. WEXLER 6 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25</p>
<p style="text-align: right;">Page 3</p> <p>1 APPEARANCES: 2 S. WEXLER, LLC 3 2244 Henderson Mill Road, Suite 108 4 Atlanta, Georgia 30345 5 Swexleresq@gmail.com 6 BY: SHIMSHON WEXLER, ESQ. 7 Attorneys for Plaintiff 8 9 McMICHAEL TAYLOR GRAY, LLC 10 3550 Engineering Drive, Suite 260 11 Peachtree Corners, Georgia 30092 12 Mbaker@mtglaw.com 13 BY: MARK BAKER, ESQ. 14 Attorney for Defendant FCI Lender Services, Inc. 15 16 JOHNSON LEGAL OFFICES, L.L.C. 17 138 Hammond Drive, Suite B 18 Atlanta, Georgia 30328-4806 19 Ljohnson@suretybondsagency.com 20 BY: LARRY JOHNSON, ESQ. 21 Attorneys for Johnson Legal Offices, L.L.C., and 22 Larry Johnson 23 24 - - - 25</p>	<p style="text-align: right;">Page 5</p> <p>1 - - - 2 DEPOSITION SUPPORT INDEX 3 - - - 4 5 Direction to Witness Not to Answer 6 Page Line Page Line Page Line 7 None 8 9 10 Request for Production of Documents 11 Page Line Page Line Page Line 12 None 13 14 15 Stipulations 16 Page Line Page Line Page Line 17 None 18 19 20 Question Marked 21 Page Line Page Line Page Line 22 None 23 24 25</p>

JANUARY N. TAYLOR

<p style="text-align: right;">Page 6</p> <p>1 - - -</p> <p>2 JANUARY N. TAYLOR, after having been</p> <p>3 duly sworn, was examined and testified as follows:</p> <p>4 - - -</p> <p>5 DIRECT EXAMINATION BY MR. WEXLER:</p> <p>6 - - -</p> <p>7 Q. Good morning, Ms. Taylor.</p> <p>8 A. Good morning.</p> <p>9 Q. Have you ever had your deposition</p> <p>10 taken before?</p> <p>11 A. Yes.</p> <p>12 Q. How many times?</p> <p>13 A. Maybe five times.</p> <p>14 Q. Five times, okay. When did you</p> <p>15 become a lawyer?</p> <p>16 A. 2005.</p> <p>17 Q. Okay. And what was your first job as</p> <p>18 a lawyer?</p> <p>19 A. As a foreclosure attorney in North</p> <p>20 Carolina.</p> <p>21 Q. All right. At which law firm?</p> <p>22 A. Brock & Scott.</p> <p>23 Q. Okay. And how long were you at Brock</p> <p>24 & Scott?</p> <p>25 A. A couple years.</p>	<p style="text-align: right;">Page 8</p> <p>1 Q. Do they still have a Georgia</p> <p>2 foreclosure department, to the best of your</p> <p>3 knowledge?</p> <p>4 A. I believe so.</p> <p>5 Q. Okay.</p> <p>6 A. But I don't know for sure.</p> <p>7 Q. So what was after your second stint</p> <p>8 at Brock & Scott?</p> <p>9 A. I joined Stern & Eisenberg, another</p> <p>10 law firm. They were in South Carolina. I was there</p> <p>11 for a couple years, and then I opened up my own</p> <p>12 firm.</p> <p>13 Q. Are you licensed in Georgia, South</p> <p>14 Carolina and North Carolina?</p> <p>15 A. Yes.</p> <p>16 Q. Any other states that you are</p> <p>17 licensed in?</p> <p>18 A. No.</p> <p>19 Q. What was the name of the law firm</p> <p>20 that you opened?</p> <p>21 A. J. Taylor Law.</p> <p>22 Q. Okay. And do you remember the date</p> <p>23 that you opened that law firm?</p> <p>24 A. I believe it was April 2017.</p> <p>25 Q. And who did you open that law firm</p>
<p style="text-align: right;">Page 7</p> <p>1 Q. Okay. And what was after Brock &</p> <p>2 Scott?</p> <p>3 A. Morris Miner Pryor.</p> <p>4 Q. Okay. And that was also a</p> <p>5 foreclosure law firm?</p> <p>6 A. Correct.</p> <p>7 Q. And what was after that Morris law</p> <p>8 firm?</p> <p>9 A. Back to Brock & Scott.</p> <p>10 Q. Okay. Any specific reason why you</p> <p>11 went and then came back?</p> <p>12 A. I mean, that was, my gosh, ten -- ten</p> <p>13 years ago, and I am sure there were many reasons.</p> <p>14 Q. Okay.</p> <p>15 A. An opportunity.</p> <p>16 Q. Okay. And I know Brock & Scott, they</p> <p>17 do credit card collection. You weren't in that</p> <p>18 department, were you?</p> <p>19 A. I was not in a credit card collection</p> <p>20 department, no.</p> <p>21 Q. What department are you in?</p> <p>22 A. Georgia foreclosure department.</p> <p>23 Q. Brock & Scott had a Georgia</p> <p>24 foreclosure department?</p> <p>25 A. Correct.</p>	<p style="text-align: right;">Page 9</p> <p>1 with?</p> <p>2 A. Myself.</p> <p>3 Q. And how did the opportunity to open</p> <p>4 that law firm come about?</p> <p>5 A. In 2018 I had two -- actually, three</p> <p>6 additional partners join the firm. We changed the</p> <p>7 name and -- I believe we changed the name -- I am</p> <p>8 not sure exactly what was done in the background.</p> <p>9 We had attorneys that handled that for us, but</p> <p>10 Randall McMichael, Edward Gray and Art Morris joined</p> <p>11 and made it McMichael Taylor Gray, which is what it</p> <p>12 is known as today.</p> <p>13 Q. But how did you come to open J.</p> <p>14 Taylor by yourself?</p> <p>15 A. I am not sure I understand the</p> <p>16 question.</p> <p>17 Q. All right. So one day you just</p> <p>18 decided, Hey, I am going to open my law firm by</p> <p>19 myself or --</p> <p>20 A. I think my career path had been</p> <p>21 preparing me for the ability to do that for about</p> <p>22 15 years. I was at the point where I could sustain</p> <p>23 myself, yes.</p> <p>24 Q. Who did you open J. Taylor with?</p> <p>25 A. Myself.</p>

<p style="text-align: right;">Page 10</p> <p>1 Q. And did you have any employees?</p> <p>2 A. I had some independent contractors</p> <p>3 that would do work with me occasionally, part-time</p> <p>4 work. I believe towards the end I had two or three</p> <p>5 full-time employees.</p> <p>6 Q. Lawyers or legal assistants?</p> <p>7 A. Both lawyers and legal assistants.</p> <p>8 Q. Okay. When did you learn about a</p> <p>9 company called FCI Lender Services, Inc.?</p> <p>10 A. I have known FCI Lender Services for</p> <p>11 ten plus years.</p> <p>12 Q. How many?</p> <p>13 A. Ten plus.</p> <p>14 Q. I am sorry. You broke up.</p> <p>15 A. Ten plus.</p> <p>16 Q. Can we move to document number -- so</p> <p>17 I am going to send the court reporter these 103</p> <p>18 documents that I sent you. So we are going to use</p> <p>19 that, and we are going to work off of that. This</p> <p>20 agreement, administrative agreement -- I have never</p> <p>21 seen an agreement called an administrative</p> <p>22 agreement. Do you mind telling me what that is?</p> <p>23 A. It's an admin -- I am not sure I</p> <p>24 understand the question. It's an administrative</p> <p>25 agreement between J. Taylor Law and FCI Lender</p>	<p style="text-align: right;">Page 12</p> <p>1 foreclosure and bankruptcy needs?</p> <p>2 Q. Yes.</p> <p>3 A. I wouldn't know exactly why that's --</p> <p>4 why they offer that. I don't know all the details</p> <p>5 of what their agreements would be with -- with their</p> <p>6 investors.</p> <p>7 Q. But the term one-stop partner, what</p> <p>8 does that mean to you?</p> <p>9 A. Well, based on the sentence, I think</p> <p>10 what they are saying is they can offer loan</p> <p>11 servicing, foreclosure and bankruptcy needs. That</p> <p>12 is the services that handled all those types of</p> <p>13 needs for a particular investor.</p> <p>14 Q. Could you think of any other types of</p> <p>15 needs that are not handled by FCI?</p> <p>16 A. I think I would ask you to be more</p> <p>17 specific.</p> <p>18 Q. Okay. Would they handle a breach of</p> <p>19 contract issue for one of their investors?</p> <p>20 A. I don't know.</p> <p>21 Q. Okay. Looking at the second</p> <p>22 paragraph of the administrative agreement, it states</p> <p>23 that FCI increases the efficiency of the referral.</p> <p>24 Tracking and default process improves communications</p> <p>25 between counsel and the investor, and therefore adds</p>
<p style="text-align: right;">Page 11</p> <p>1 Services, and it has -- it really just recites what</p> <p>2 the relationship is between FCI and J. Taylor Law.</p> <p>3 Q. All right. So administrative means</p> <p>4 what? Like, I am not sure of what that word means.</p> <p>5 So, like, filing -- you know, I think of</p> <p>6 administration as someone filing certain things or</p> <p>7 not doing anything of substance, but I must be</p> <p>8 getting something wrong here, so I am just not sure</p> <p>9 what an administrative agreement is.</p> <p>10 A. Well, I think rather than focus on</p> <p>11 what it's called, the terms of it really are</p> <p>12 attempting to outline the relationship between FCI</p> <p>13 and Lender Services.</p> <p>14 Q. Okay. That's fair. So when did you</p> <p>15 enter into this contract with FCI Lender Services,</p> <p>16 as far as how long after you had opened J. Taylor</p> <p>17 Law?</p> <p>18 A. This is dated December 19, 2017.</p> <p>19 Q. Right. And the date you opened J.</p> <p>20 Taylor Law, do you remember that?</p> <p>21 A. I believe it was April 2017.</p> <p>22 Q. Okay. What does it mean that FCI</p> <p>23 Lender Services is viewed as a one-stop shop?</p> <p>24 A. Are you referring to the one-stop</p> <p>25 partner and handling their loan servicing,</p>	<p style="text-align: right;">Page 13</p> <p>1 significant value.</p> <p>2 Do you see that?</p> <p>3 A. Yes.</p> <p>4 Q. Why are you agreeing to that?</p> <p>5 A. Well, I believe they do.</p> <p>6 Q. Okay.</p> <p>7 A. At least that's their goal.</p> <p>8 Q. Okay. Now let's go to the sentence,</p> <p>9 Each party acknowledges that the other party to this</p> <p>10 agreement is an independent contractor acting on</p> <p>11 behalf of an investor, and that neither party will</p> <p>12 be deemed to be an agent or employee of the other</p> <p>13 party.</p> <p>14 Do you agree with that?</p> <p>15 A. I am sorry. What -- can you point</p> <p>16 out again, what paragraph?</p> <p>17 Q. It's paragraph two.</p> <p>18 A. Okay.</p> <p>19 Q. The sentence in the middle.</p> <p>20 A. Okay. Yes, I see that.</p> <p>21 Q. Can you tell me about that sentence</p> <p>22 means?</p> <p>23 A. That each party is an independent</p> <p>24 contractor acting on behalf of an investor, and</p> <p>25 neither party will be deemed to be an agent or</p>

<p style="text-align: right;">Page 14</p> <p>1 employee of the other party, that we are independent</p> <p>2 contractors.</p> <p>3 Q. Okay. Why did that need to be said?</p> <p>4 A. I am not sure.</p> <p>5 Q. Okay. Now, how many accounts did FCI</p> <p>6 have?</p> <p>7 A. I wouldn't -- I wouldn't know that.</p> <p>8 Q. How many accounts did FCI have that</p> <p>9 you were handling for them?</p> <p>10 A. I wouldn't have that information on</p> <p>11 hand.</p> <p>12 Q. Was it more than a hundred?</p> <p>13 A. I really wouldn't have that</p> <p>14 information offhand. I would have to pull the</p> <p>15 report, and then you would have to give me a more</p> <p>16 specific timeframe.</p> <p>17 Q. Okay. Was FCI -- scratch that. Did</p> <p>18 the McMichael law firm work for FCI?</p> <p>19 A. Pursuant to this -- are you talking</p> <p>20 about McMichael Taylor Gray.</p> <p>21 Q. Yes.</p> <p>22 A. Pursuant to this administrative</p> <p>23 agreement, yes.</p> <p>24 Q. Okay. Now let's go down to the</p> <p>25 fourth paragraph. It says that counsel agrees to</p>	<p style="text-align: right;">Page 16</p> <p>1 an investor more than whatever the limit is for</p> <p>2 Fannie Mae for legal services?</p> <p>3 A. Have I -- can you repeat the question</p> <p>4 one more time?</p> <p>5 Q. It states that McMichael agrees to</p> <p>6 bill for legal services in accordance with the</p> <p>7 Fannie Mae limits, which you stated 1600 sounds a</p> <p>8 little bit high. Does McMichael abide by that?</p> <p>9 A. Correct.</p> <p>10 Q. Okay. Now, my question is, in this</p> <p>11 case with courts it appears that McMichael paid Mr.</p> <p>12 Johnson and his law firm more than \$15,000. How can</p> <p>13 you explain that?</p> <p>14 A. Likely because he did about \$15,000</p> <p>15 worth of legal work, possibly more at this point.</p> <p>16 Q. Is McMichael being reimbursed by the</p> <p>17 investor for that \$15,000?</p> <p>18 A. I am not sure. I can check and see</p> <p>19 if our invoices are in the documents you provided,</p> <p>20 but otherwise I wouldn't know offhand what we billed</p> <p>21 to any investor for this case altogether.</p> <p>22 Q. Okay. But it would be impossible</p> <p>23 to -- to bill for services for more than that</p> <p>24 amount, being that you agreed to only bill for the</p> <p>25 maximum Fannie Mae allowable. Isn't that right?</p>
<p style="text-align: right;">Page 15</p> <p>1 bill for services in accordance with the current</p> <p>2 FNMA allowable fee schedule.</p> <p>3 What does that mean?</p> <p>4 A. Fannie Mae.</p> <p>5 Q. Okay. And counsel refers to the</p> <p>6 McMichael law firm?</p> <p>7 A. I am not sure I understand your</p> <p>8 question.</p> <p>9 Q. It states that counsel agrees to bill</p> <p>10 for services in accordance with the current Fannie</p> <p>11 Mae allowable fee schedule.</p> <p>12 A. Correct. J. Taylor Law, now known as</p> <p>13 McMichael Taylor Gray.</p> <p>14 Q. And do you know what the current</p> <p>15 Fannie Mae allowable fee schedule is?</p> <p>16 A. Not off the top of my head, no. It's</p> <p>17 public, online, though.</p> <p>18 Q. Okay. I was actually able to find it</p> <p>19 where it stated that the maximum allowable fee for a</p> <p>20 Georgia nonjudicial foreclosure is normally \$1,600</p> <p>21 or \$1,400. Does that sound right?</p> <p>22 A. Actually, 16 sounds a little high. I</p> <p>23 think it's a little lower than that, but somewhere</p> <p>24 in that range.</p> <p>25 Q. Okay. So did you never agree to bill</p>	<p style="text-align: right;">Page 17</p> <p>1 A. Well, Fannie Mae has a -- an hourly</p> <p>2 litigated contested rate. So the Fannie Mae</p> <p>3 doesn't -- isn't just that flat fee that you</p> <p>4 referenced earlier, that 1600. There's also an</p> <p>5 hourly allowable rate as well.</p> <p>6 Q. I see. Why did the McMichael law</p> <p>7 firm decide to hire Mr. Johnson and his law firm?</p> <p>8 A. My understanding is Mark was busy</p> <p>9 with some other stuff and needed help with the case,</p> <p>10 because it was becoming so litigious.</p> <p>11 Q. How often does the McMichael law firm</p> <p>12 hire outside counsel to help?</p> <p>13 A. I -- I -- I wouldn't honestly know</p> <p>14 any percentages, if that's what you are asking, off</p> <p>15 the top of my head, but very rarely.</p> <p>16 Q. Do you know of any other case?</p> <p>17 A. Where we have -- is your question any</p> <p>18 other cases where we have hired local counsel to</p> <p>19 assist us, or outside counsel to assist us?</p> <p>20 Q. Yes.</p> <p>21 A. We -- we do use outside counsel to</p> <p>22 attend some of our non-contested foreclosure and</p> <p>23 bankruptcy hearings and eviction hearings from time</p> <p>24 to time. We -- maybe -- I really wouldn't know off</p> <p>25 the top of my head, but in a situation like this,</p>

<p style="text-align: right;">Page 18</p> <p>1 not very often. We try not to.</p> <p>2 Q. And sitting here today, you can't</p> <p>3 name another instance, except for the non-contested</p> <p>4 foreclosure, kind of like appearance counsel that</p> <p>5 you hire. Is that right?</p> <p>6 A. I believe there is another case in</p> <p>7 Georgia that we are using outside counsel to assist</p> <p>8 us with, off the top of my head, and there very well</p> <p>9 may be more. I just -- I couldn't tell you --</p> <p>10 Q. All right.</p> <p>11 A. -- more specifics today.</p> <p>12 Q. Is Mr. Johnson and his law firm known</p> <p>13 for being good at debt collection?</p> <p>14 A. No, I don't believe Mr. Johnson and</p> <p>15 his law firm does collection work.</p> <p>16 Q. Okay. Well, isn't this lawsuit</p> <p>17 concerning collection work?</p> <p>18 A. I am going to be honest, there is a</p> <p>19 lot going on with this case. I am not sure of the</p> <p>20 exact ins and outs of where it stands right now with</p> <p>21 the current litigation. I am not the assigned</p> <p>22 attorney with the case.</p> <p>23 Q. Okay. We will get to that. Now,</p> <p>24 this indemnification agreement -- we are looking on</p> <p>25 page three.</p>	<p style="text-align: right;">Page 20</p> <p>1 December 2017?</p> <p>2 A. Correct.</p> <p>3 Q. Okay. Now we are going to scroll</p> <p>4 down to page eight. I would like you to read the</p> <p>5 agreement between pages five and eight, and if you</p> <p>6 can tell me if there's any difference between the</p> <p>7 first and second agreement?</p> <p>8 A. You want me to tell you if there's</p> <p>9 any difference in the pages between five and eight</p> <p>10 and one and four?</p> <p>11 Q. Yeah. Just general. The question</p> <p>12 really is, why did you sign different agreements on</p> <p>13 September 2017 and December 2017, if you have any</p> <p>14 recollection of the reason why?</p> <p>15 A. I -- they appear to be the same from</p> <p>16 a high level, just brief review. I do not know</p> <p>17 exactly why, but if I had to guess, it's probably</p> <p>18 because I added on additional states that I could</p> <p>19 handle for them, and the same referral firm.</p> <p>20 Q. I see. Now, let's go to page nine</p> <p>21 and ten, and that's your signature again on page</p> <p>22 ten?</p> <p>23 A. Yes.</p> <p>24 Q. Now, why is this just an indemnity</p> <p>25 agreement and not an administrative agreement as</p>
<p style="text-align: right;">Page 19</p> <p>1 A. Yes.</p> <p>2 Q. What -- what is your understanding of</p> <p>3 that indemnification agreement from a very high</p> <p>4 level?</p> <p>5 A. Let's see. That J. Taylor Law will</p> <p>6 indemnify FCI for any errors made in a foreclosure</p> <p>7 or bankruptcy or any other legal insurances case.</p> <p>8 Q. Is J. Taylor Law indemnifying FCI in</p> <p>9 this case?</p> <p>10 A. Not to my knowledge.</p> <p>11 Q. All right. So in other words, FCI is</p> <p>12 paying legal bills for McMichael representing them?</p> <p>13 A. I don't know for sure.</p> <p>14 Q. Now, if you don't mind turning to</p> <p>15 page four of this agreement?</p> <p>16 A. Page four of the indemnity agreement?</p> <p>17 Q. No. Of the entire 103 pages.</p> <p>18 A. Oh, okay.</p> <p>19 Q. It's convenient to look on the bottom</p> <p>20 center, the number.</p> <p>21 A. Okay. Okay. Correct.</p> <p>22 Q. Okay. Now, is that your signature</p> <p>23 there?</p> <p>24 A. Yes.</p> <p>25 Q. Okay. And you see that, it's</p>	<p style="text-align: right;">Page 21</p> <p>1 well?</p> <p>2 A. I am not sure. It's likely it might</p> <p>3 be missing pages.</p> <p>4 Q. Okay.</p> <p>5 A. I am not sure.</p> <p>6 Q. Okay. And this was the first</p> <p>7 agreement that you signed in April 2017?</p> <p>8 A. Yes, yes.</p> <p>9 Q. So you pretty much signed one FCI as</p> <p>10 soon as you opened your law firm?</p> <p>11 A. Correct.</p> <p>12 Q. And how many accounts did FCI</p> <p>13 immediately give you?</p> <p>14 A. I don't have that information today.</p> <p>15 Q. Was it more than ten?</p> <p>16 A. I really wouldn't know off the top of</p> <p>17 my head.</p> <p>18 Q. Now let's go to page 11 of the</p> <p>19 attachment.</p> <p>20 A. Okay.</p> <p>21 Q. Do you know what this is?</p> <p>22 A. No. I mean, I could read what it is.</p> <p>23 Q. You have never seen this?</p> <p>24 A. Not to my knowledge.</p> <p>25 Q. Mr. Baker produced it to me. Do you</p>

<p style="text-align: right;">Page 22</p> <p>1 know why he did that?</p> <p>2 A. Possibly because you asked for it. I</p> <p>3 am not sure.</p> <p>4 Q. Okay. But why is this in your</p> <p>5 possession?</p> <p>6 A. I am just seeing this preparing for</p> <p>7 today's deposition. I don't have any information as</p> <p>8 to how he obtained it in order to produce it for</p> <p>9 discovery purposes.</p> <p>10 Q. Okay.</p> <p>11 A. I was not part of that discovery.</p> <p>12 Q. Do you mind reading through that</p> <p>13 agreement, page 20 -- until page 22, starting from</p> <p>14 that agreement? Have you seen any agreement similar</p> <p>15 to this?</p> <p>16 A. I see contracts, servicing</p> <p>17 agreements, engagement agreements frequently</p> <p>18 throughout my career, yes.</p> <p>19 Q. And an FCI loan servicing agreement</p> <p>20 specifically?</p> <p>21 A. I am sure over time I probably have,</p> <p>22 but would not be able to tell you what one contains</p> <p>23 or doesn't contain versus another. And you want me</p> <p>24 to read the entire agreement right now?</p> <p>25 Q. No.</p>	<p style="text-align: right;">Page 24</p> <p>1 agreement if McMichael Taylor Gray can proceed on a</p> <p>2 foreclosure action?</p> <p>3 Q. Correct.</p> <p>4 A. I am not so sure -- okay. This</p> <p>5 agreement is nine pages.</p> <p>6 Q. I believe there is -- you could</p> <p>7 find -- you have seen many servicing agreements and</p> <p>8 you could find where to look. I believe there is --</p> <p>9 it has to be within the attorney network of FCI</p> <p>10 Lender Services.</p> <p>11 A. I am not quite sure I understand your</p> <p>12 question, but let me see if I can -- maybe I will</p> <p>13 understand when I see it, what you are asking.</p> <p>14 Q. Sounds great. Thank you.</p> <p>15 A. Are you referencing paragraph five?</p> <p>16 Is that what you are asking me about? On page 26.</p> <p>17 Q. Which sentence are you referring to?</p> <p>18 A. The highlighted portion, and I don't</p> <p>19 really know if I understand your question, but you</p> <p>20 have referenced an attorney network, and this is</p> <p>21 attorney network language in this bolded part, so I</p> <p>22 am assuming what you are trying to get me to</p> <p>23 reference --</p> <p>24 Q. Yes.</p> <p>25 A. I am not sure I quite understand the</p>
<p style="text-align: right;">Page 23</p> <p>1 A. Okay.</p> <p>2 Q. Can we go to page 24 of the</p> <p>3 attachment?</p> <p>4 A. Okay.</p> <p>5 Q. Have you ever heard of this company,</p> <p>6 APG Holdings Revocable Trust?</p> <p>7 A. Yes.</p> <p>8 Q. How did you come to hear of them?</p> <p>9 A. They are -- they are somehow related.</p> <p>10 I don't know the specifics, but I know they are</p> <p>11 somehow related to Aspen, I believe, who is one of</p> <p>12 our clients.</p> <p>13 Q. How much business does Aspen give</p> <p>14 you?</p> <p>15 A. I don't know off the top of my head.</p> <p>16 Q. How many accounts does Aspen have?</p> <p>17 A. I don't -- I wouldn't have that</p> <p>18 information.</p> <p>19 Q. More than ten?</p> <p>20 A. I wouldn't have that information.</p> <p>21 Q. Can you read this agreement and find</p> <p>22 out whether the McMichael law firm is allowed to</p> <p>23 commence a foreclosure with regard to this account?</p> <p>24 A. You want me to read the loan</p> <p>25 servicing agreement and determine from this</p>	<p style="text-align: right;">Page 25</p> <p>1 question.</p> <p>2 Q. You got it. That's excellent.</p> <p>3 A. Well, I just found the words attorney</p> <p>4 network. It really wasn't that --</p> <p>5 Q. Are you on their attorney network?</p> <p>6 A. I -- attorney network, I would assume</p> <p>7 I am, being as I have an administrative agreement</p> <p>8 with them.</p> <p>9 Q. Okay.</p> <p>10 A. I assume that's what they mean by</p> <p>11 that reference, yes.</p> <p>12 Q. Okay. Why don't you have a contract</p> <p>13 with the investor?</p> <p>14 A. So preparing for this deposition I</p> <p>15 did learn that we did not produce one, but I do</p> <p>16 believe we have a contract with Aspen, and that it</p> <p>17 was not in the location where we keep most of our</p> <p>18 contracts. So I am working on trying to locate a</p> <p>19 copy of that.</p> <p>20 Q. Okay.</p> <p>21 A. I do believe we have a written</p> <p>22 contract for that.</p> <p>23 Q. Have you seen it?</p> <p>24 A. It feels familiar, which is why I</p> <p>25 believe we have one. I am the one that signs all</p>

<p style="text-align: right;">Page 26</p> <p>1 the firm contracts. So when I say all, the majority 2 of them, and especially with Aspen I would have. 3 They have been a client for years, so I just believe 4 because it is an older contract it just got -- it 5 just didn't get moved over to the new software. 6 That's all. 7 Q. When did you find that contract? 8 A. I haven't found it yet. I just 9 learned last night that we -- we had responded 10 stating that we didn't have one, and I believe we do 11 have one. 12 Q. Okay. But at the time of the 13 response you didn't have one, right? 14 A. Correct. We keep all of our client 15 contracts in one location. The folder that would 16 have held that contract did not have it in there, 17 but I do believe I remember entering into a contract 18 with Aspen. That is our process, to enter into a 19 contract with our clients. So I believe there's one 20 out there. It's just because it's older, one of the 21 older clients from the beginning that it just didn't 22 make its way to the new folder, that's all. It was 23 an oversight. We are looking, I am looking in a 24 couple of other places to make sure. 25 Q. When Mr. Johnson and his law firm</p>	<p style="text-align: right;">Page 28</p> <p>1 A. I don't know. 2 Q. If I told you that it was true, do 3 you have any reason not to believe it? 4 A. I really don't know. I mean, I don't 5 believe Mr. Johnson's firm just sues entities and 6 collection entities or anything like that, but I 7 know he is related to this case, so I guess the 8 answer is it would not shock me, but I don't know 9 the specifics, no. 10 Q. You -- your firm, the McMichael law 11 firm would not have given a contract to Mr. Johnson 12 or his law firm prior to bringing that lawsuit. Is 13 that correct? 14 A. I don't know. 15 Q. Well, if you just found the contract 16 and you didn't know that it existed before a few 17 days ago, there's no way that you would have had a 18 contract between the Aspen entity and the McMichael 19 law firm in January 2021. Is that right? 20 A. I never said -- specifically said the 21 contract hasn't been located now, but I don't think 22 that -- I believe the contract was signed years ago, 23 so I think it's just been misplaced, is what I said, 24 but I don't have my hand on it, so I don't know. 25 Q. Okay.</p>
<p style="text-align: right;">Page 27</p> <p>1 brought a lawsuit in January 2021 in the name of an 2 Aspen entity, he wouldn't have seen a copy of the 3 contract. Is that right? 4 MR. JOHNSON: I am going to object to 5 the form of the question, because you are asking 6 about -- 7 MR. WEXLER: Mr. Johnson, you can 8 object to the form of the question, but you are not 9 to give a speaking objection. 10 MR. JOHNSON: I can object any way we 11 want to. We had no stipulations in the beginning OF 12 this deposition, and I am objecting that you are 13 asking here about what I have seen and what I have 14 not seen. That's not something that is necessarily 15 within her knowledge. That's my objection. 16 Q. I am sorry. Me and Mr. Johnson -- 17 MR. JOHNSON: Please don't scream at 18 me in the future, and allow me to finish my 19 objection before you start screaming. 20 Q. I am sorry. Mrs. Taylor, I am sorry 21 about that. Can you please continue? 22 A. I -- can you repeat the question? 23 Q. Sure. In January 2021 Mr. Johnson 24 sued my client in the name of an Aspen entity. Is 25 that right?</p>	<p style="text-align: right;">Page 29</p> <p>1 A. And again, I wasn't actively involved 2 in the case or what transpired with Mr. Johnson or 3 Mr. Baker in preparation for any of the cases. 4 Q. Okay. Now, if we go to the agreement 5 back on page 11 through 22, would you agree with me 6 that this contract does not contain that attorney 7 network language? 8 A. Without reading the entire agreement, 9 I couldn't answer that question. 10 Q. Please read the entire agreement. 11 A. Just to be sure I understand, you 12 want me to read pages 11 through 22 to determine if 13 there's language within the agreement referencing an 14 attorney network? 15 Q. Yes, please. 16 A. Okay. In paragraph seven on page 13 17 references -- paragraph numbered seven towards the 18 bottom there are several sentences that relate to 19 the attorney network approved list. You want me to 20 read it for the record? 21 Q. Sure. 22 A. Servicer is authorized, and then -- 23 sorry. Servicer is authorized, but in accordance 24 with State and Federal regulations may not be 25 obligated, to prepare the full or partial</p>

<p style="text-align: right;">Page 30</p> <p>1 reconveyance or release and coordinate recording of 2 such; and (k) when directed to do so in writing or 3 by e-mail from client or lender or the majority of 4 the lenders, as the case may be, servicer shall 5 support foreclosures with client's selected 6 attorney. Client's selected attorney must be on 7 servicer's approved attorney list or vetted by the 8 servicer for statutory and compliance purposes. 9 Administrative fees and/or deposits are required 10 from client in order for servicer to support the 11 initiation of foreclosures with client-selected 12 attorney. Client must give servicer the exclusive 13 right to coordinate all California nonjudicial 14 foreclosures with respect to such loans, and failure 15 to comply could result in cancellation of loan 16 servicing by servicer on specified loans, or on all 17 loans. California foreclosure fees shall not exceed 18 the State statutory guidelines for foreclosure fees. 19 Q. Thank you. Can you turn to page 33, 20 please? 21 A. Okay. 22 Q. This seems to say that there was a 23 transfer between Value Recovery Group Joint Venture 24 I and the Federal Deposit Insurance Corporation? Is 25 that right?</p>	<p style="text-align: right;">Page 32</p> <p>1 of unpaid charges? Is that interest charges or -- 2 A. Again, I don't know. I mean, I don't 3 know the specifics of this loan, so I couldn't speak 4 to what -- what that means. 5 Q. Okay. Next to finance charges it 6 states \$1,062.99. Do you understand finance charge 7 like -- as it's defined in the Truth and Lending 8 Act, the interest basically -- it's basically the 9 interest on the loan? 10 MR. JOHNSON: I am sorry. What page 11 are we looking at? 12 MR. WEXLER: 35. 13 MR. JOHNSON: Thank you. 14 A. Yes, I am familiar generally with 15 finance charge and how it relates to truth and 16 lending law, but I am not sure if you are asking 17 me -- I don't know the specifics of what those 18 finance charges are. Again, I don't know the 19 specifics of this loan or -- or what is in the 20 monthly statement. I have no knowledge of that. 21 Q. Right. I mean not this specific 22 monthly statement. I am just trying to understand 23 in general how -- what information is contained on 24 this monthly statement. 25 A. Again, I just -- I wouldn't know.</p>
<p style="text-align: right;">Page 31</p> <p>1 A. Yes. Based on the first paragraph, 2 correct. 3 Q. Okay. And this sale took place 4 October 28, 2015? 5 A. Based on the signatures that are 6 dated on the second page, sure. 7 Q. Do you know of the company Value 8 Recovery Group? 9 A. No, not that I know of. 10 Q. Have you ever had them as a client? 11 A. Possibly, but not that I am aware of. 12 Q. Now let's turn to page 35. Have you 13 ever seen FCI Lender Services monthly statements? 14 A. Yes. 15 Q. And do you mind explaining to me what 16 this statement means? Credit limit, it states 17 \$200,000. Does that mean it's available or it's an 18 open line of credit, or could it be closed as well? 19 A. I wouldn't know enough information 20 about the loan. 21 Q. Okay. And what does it mean, Unpaid 22 charges of \$1,469.20? 23 A. Again, I wouldn't -- I am not 24 familiar with the details of this loan. 25 Q. But do you know what that term means</p>	<p style="text-align: right;">Page 33</p> <p>1 Q. Okay. 2 A. I would have to have more information 3 about the loan. 4 Q. Okay. Past due amount, it states 5 \$190,058.53? 6 A. Correct. 7 Q. Does this mean that the loan was not 8 accelerated or -- 9 A. I don't know, nor do I think you 10 could maybe even answer that question just based on 11 that, but I wouldn't know. 12 Q. Okay. 13 A. I can say that the past due amount 14 was 190,058.53. 15 Q. Okay. And the current payment amount 16 is \$2,754.05, do you know what that number 17 represents? 18 A. I do not. I mean, I assume based on 19 what it says, it's just the current payment amount. 20 So I am sure principal and interest is part of that. 21 I am not sure what else, though. 22 Q. Okay. And the minimum payment is 23 made up of the past due plus the current payment 24 amount? It looks like that's right, right? 25 A. Yeah. Just generally doing the math,</p>

<p style="text-align: right;">Page 34</p> <p>1 it appears that way, yes.</p> <p>2 Q. Okay.</p> <p>3 A. Without a calculator, yes.</p> <p>4 Q. Right, okay. We are looking now at</p> <p>5 the account activity, 4/21/21, the balance</p> <p>6 forwarded. We have a balance of \$284,403.87. Is</p> <p>7 that the total amount due?</p> <p>8 A. I am not sure. Are you asking me if</p> <p>9 the \$284,403.87 listed on the balance forward, if</p> <p>10 that's the total amount due?</p> <p>11 Q. Yes.</p> <p>12 A. I wouldn't know.</p> <p>13 Q. Okay. And that in addition to the</p> <p>14 190,000 or --</p> <p>15 A. I wouldn't know.</p> <p>16 Q. Okay. We are both on the same page</p> <p>17 about this statement. Let's turn to page 38 of 103.</p> <p>18 Have you seen this complaint before?</p> <p>19 A. I believe, yes. I saw it last night.</p> <p>20 Q. Okay. And Aspen Properties Group,</p> <p>21 LLC as trustee of the APG Holdings Revocable Trust,</p> <p>22 you have seen them before too?</p> <p>23 A. I am familiar with that entity, yes.</p> <p>24 Q. Okay. Did you know that this entity</p> <p>25 didn't own the loan at the time this lawsuit was</p>	<p style="text-align: right;">Page 36</p> <p>1 action, but usually it's verified with an assignment</p> <p>2 and a note and verified with our client.</p> <p>3 Q. How much before the lawsuit is</p> <p>4 brought do you verify it with the client?</p> <p>5 A. How much meaning time?</p> <p>6 Q. Yes, time. I am sorry.</p> <p>7 A. I mean, I think that differs,</p> <p>8 depending on the case.</p> <p>9 Q. Now, you consider your law firm a</p> <p>10 collection law firm or a foreclosure law firm?</p> <p>11 A. I consider our law firm a creditor's</p> <p>12 rights law firm.</p> <p>13 Q. Okay.</p> <p>14 A. But we do primarily focus on</p> <p>15 foreclosures, bankruptcies and evictions. We -- I</p> <p>16 do not consider us a collections law firm.</p> <p>17 Q. Have you ever brought a complaint on</p> <p>18 a note before?</p> <p>19 A. Yes, we have.</p> <p>20 Q. How many times?</p> <p>21 A. I wouldn't know off the top of my</p> <p>22 head.</p> <p>23 Q. More than five times?</p> <p>24 A. I wouldn't know.</p> <p>25 Q. Okay.</p>
<p style="text-align: right;">Page 35</p> <p>1 brought?</p> <p>2 A. I would have no knowledge about the</p> <p>3 specifics at the time of the case.</p> <p>4 Q. Were you in communication with Aspen</p> <p>5 Properties Group, LLC as trustee of the APG Holdings</p> <p>6 Revocable Trust at the time this lawsuit was</p> <p>7 brought?</p> <p>8 A. I personally was not in discussions</p> <p>9 with them about this case at the time it was</p> <p>10 brought, no.</p> <p>11 Q. How does your firm policy state that</p> <p>12 lawsuits should be brought? Do you have --</p> <p>13 A. Can you be more specific?</p> <p>14 Q. Sure. So do you have procedures and</p> <p>15 policies for how complaints for default on note are</p> <p>16 to be brought?</p> <p>17 A. I think you are asking do we have a</p> <p>18 policy in place to ensure that the current holder of</p> <p>19 the debt into the entity we bring an action into?</p> <p>20 Is that your question?</p> <p>21 Q. Yes.</p> <p>22 A. The answer is yes.</p> <p>23 Q. How do you do that?</p> <p>24 A. Well, it depends on the type of case</p> <p>25 and the state that we are in and the particular</p>	<p style="text-align: right;">Page 37</p> <p>1 A. I can tell you that the majority of</p> <p>2 our practice is foreclosures, so....</p> <p>3 Q. Now, do you know why this case was</p> <p>4 brought as a complaint for default on a note when</p> <p>5 there was -- the house was serving as collateral for</p> <p>6 this loan?</p> <p>7 A. I am not aware of the specifics of</p> <p>8 why this action was brought in this format.</p> <p>9 Q. Okay. And if you look on page 43,</p> <p>10 the complaint is signed by Mr. Johnson and his law</p> <p>11 firm?</p> <p>12 A. Yes.</p> <p>13 Q. Do you know why he is the one who</p> <p>14 signed it?</p> <p>15 A. I do not.</p> <p>16 Q. And how do you normally get the</p> <p>17 balance that you want to say is due? So in this</p> <p>18 case it states in paragraph 25 that there exists a</p> <p>19 total outstanding balance of 246,162.04, of which</p> <p>20 includes 197,500 on principal, 672,040 on unpaid</p> <p>21 interests. 42,752.58 on deferred unpaid interest,</p> <p>22 and unpaid late fees due through November 5, whereas</p> <p>23 interest continues to accrue at a per diem rate of</p> <p>24 44.75.</p> <p>25 A. Are you asking me how this number</p>

<p style="text-align: right;">Page 38</p> <p>1 specifically was calculated?</p> <p>2 Q. Yes.</p> <p>3 A. I don't know.</p> <p>4 Q. Okay. Do you gather from this</p> <p>5 paragraph 25 that the complaint is asking for</p> <p>6 246,162.04 total, or do you gather that he is asking</p> <p>7 for 246,162.04 plus 44.75 per day from November 5,</p> <p>8 2018?</p> <p>9 A. I think he is asking for a judgment</p> <p>10 in the amount of \$246,162.04, plus recurring</p> <p>11 interest and other costs incurred as a result of the</p> <p>12 action.</p> <p>13 Q. What I am asking specifically, is the</p> <p>14 number 246,162.04 -- is that a number good through</p> <p>15 November 5, 2018, or and then it's in addition you</p> <p>16 are asking for 44.75 per day from November 5, 2018?</p> <p>17 Or is it asking for 246,162.04 total and then</p> <p>18 another 44.75 interest from today?</p> <p>19 A. I am sorry. I am not sure I</p> <p>20 understand the question. It's asking for a judgment</p> <p>21 totalling 246,162.04 plus occurring interests, other</p> <p>22 fees and cost of the action. I am sorry. Am I not</p> <p>23 answering the question?</p> <p>24 Q. Yes. I am confused by the language</p> <p>25 due through November 5, 2018. Do you know what that</p>	<p style="text-align: right;">Page 40</p> <p>1 attachment of the 103 pages?</p> <p>2 A. Okay.</p> <p>3 Q. And it asks for -- it states,</p> <p>4 Currently your loan has been accelerated and you owe</p> <p>5 \$327,917.83 in principal and interest. Did you</p> <p>6 know -- did you see this letter before?</p> <p>7 A. Just yesterday in preparing for the</p> <p>8 deposition.</p> <p>9 Q. And do you know how the balance</p> <p>10 changed so drastically between the time of the</p> <p>11 filing of that complaint and the time of this</p> <p>12 letter?</p> <p>13 A. I am not that good at math, but maybe</p> <p>14 interest.</p> <p>15 Q. Let's talk about interest. So</p> <p>16 246,000 from -- let's even go from November 5, 2018,</p> <p>17 and then we are talking per diem rate of interest of</p> <p>18 44.75. So let's just say \$50, and \$50 per -- per</p> <p>19 day is about 18,000 a year in interest? Is that</p> <p>20 right?</p> <p>21 A. I think I just said I am not good at</p> <p>22 math.</p> <p>23 Q. Okay. Could you take out a</p> <p>24 calculator, please?</p> <p>25 A. I don't have one with me, sir.</p>
<p style="text-align: right;">Page 39</p> <p>1 language means?</p> <p>2 A. I don't see that language.</p> <p>3 Q. In paragraph 25 it's page 42 of the</p> <p>4 attachments.</p> <p>5 A. Okay. I was reading the last</p> <p>6 paragraph.</p> <p>7 Q. Sorry.</p> <p>8 A. Okay. Paragraph 25. Okay. So --</p> <p>9 all right. Now can you re-ask the question one more</p> <p>10 time? Paragraph 25.</p> <p>11 Q. So the question is that asking -- is</p> <p>12 he asking for 246,162.04 plus 44.75 from</p> <p>13 January 2021, or is he asking for 246,162.04 through</p> <p>14 November 5, 2018, plus 44.75 from November 5, 2018?</p> <p>15 A. Just from reading paragraph 25, it</p> <p>16 appears the interest continues to accrue as per diem</p> <p>17 rate of 44.75 after November 5, 2018.</p> <p>18 Q. Okay. And do you know why that</p> <p>19 would -- why it would be, that it would be that</p> <p>20 interest would accrue at a specific amount from two</p> <p>21 years and two months prior to the complaint being</p> <p>22 filed?</p> <p>23 A. No. Again, I don't know the</p> <p>24 specifics of the case or the loan.</p> <p>25 Q. Now, could you look at page 44 of the</p>	<p style="text-align: right;">Page 41</p> <p>1 Q. Okay. So the only way would be</p> <p>2 interest, okay.</p> <p>3 A. I said I don't know. I couldn't</p> <p>4 speculate. I don't know.</p> <p>5 Q. Okay.</p> <p>6 A. You referenced a per diem charge. I</p> <p>7 thought you were leading me in that math. I don't</p> <p>8 know.</p> <p>9 Q. I see. Okay. Now can you turn to</p> <p>10 page 46?</p> <p>11 Do you remember writing this letter?</p> <p>12 A. No, I do not.</p> <p>13 Q. You don't. Okay. But you did write</p> <p>14 it, right?</p> <p>15 A. I am sure I did, yeah.</p> <p>16 Q. Now can you turn to page 58?</p> <p>17 A. Okay.</p> <p>18 Q. This loan is a home equity line of</p> <p>19 credit? Is that right?</p> <p>20 A. Yes. Based on that, yes.</p> <p>21 Q. Okay. What's the difference between</p> <p>22 a home equity line of credit and a note?</p> <p>23 A. I am not sure I understand your</p> <p>24 question.</p> <p>25 Q. Do you know the difference between</p>

<p style="text-align: right;">Page 42</p> <p>1 the type of loan that's called a note and the type 2 of loan that's called a home equity line of credit? 3 A. I am not quite sure I know, but if 4 you are asking what is the difference -- I mean, a 5 note is a secured instrument, and if you are talking 6 about a specific type of loan, a home equity line 7 versus a single-family 30-year loan residential -- I 8 mean, home equity has a draw. Is that what you are 9 referencing? 10 Q. Yes, yes. So at the time of this 11 loan nobody knew what the balance was because he 12 could pay it back and it could go -- you know, he 13 could pay 200,000 back and get 200,000 available? 14 Do you agree with that? 15 A. That is -- well, this is typically 16 how a home equity line works, yes, that I am 17 familiar with, yes. 18 Q. Okay. And if we turn to page 67 -- 19 A. Okay. 20 Q. -- do you know what this is? 21 A. It's -- based on the top it's a note 22 allonge. 23 Q. And do you know why it says note date 24 of August 3, 2010? 25 A. I do not.</p>	<p style="text-align: right;">Page 44</p> <p>1 underlying line of credit? 2 A. Maybe. 3 Q. What does it depend on? 4 A. I am not really sure. 5 Q. Have you ever heard of a note allonge 6 referencing a home equity line of credit? 7 A. Off the top of my head, no. 8 Q. Do you know why it has a date of 9 August 3, 2010, when that's the wrong date? 10 A. No, I do not. 11 Q. It should have the date of April 3, 12 2006. Isn't that right? 13 A. I wouldn't know. I am not familiar 14 with the specifics of this loan. 15 Q. Okay. Why don't you take a look at 16 the date of the loan? 17 A. The date of the home equity line of 18 credit? 19 Q. Yes. 20 A. The top of the home equity line of 21 credit is dated April 3, 2006, but the signature 22 block does not have a date. 23 Q. Okay. But it states that it's -- 24 that it's on the date stated on page one, on page 52 25 which contains the signature -- it actually does say</p>
<p style="text-align: right;">Page 43</p> <p>1 Q. Okay. And that's because it's not a 2 note, right? 3 A. Well, it's a note allonge. 4 Q. Okay. But I am referring to the 5 loan. The loan is not a note. Is that correct? 6 A. I am not sure I understand what you 7 are asking. If you are asking what it's called, 8 this document is called a home equity line of 9 credit. If you are asking -- I am not sure. 10 Q. Yeah. So it's basically -- it's not 11 a note. So note date doesn't -- it's not referring 12 to this home equity line of credit. Is that right? 13 A. I am not sure. I know that this 14 document is called a note allonge, and the previous 15 document you showed me is called a home equity line 16 of credit. 17 Q. Could the two go together, a note 18 allonge and a home equity line of credit? 19 A. I don't know if I understand what you 20 mean by go together. 21 Q. So a note allonge would go along with 22 the note. Isn't that right? 23 A. Typically, yes. A note allonge is 24 referencing an underlying note. 25 Q. Could a note allonge reference an</p>	<p style="text-align: right;">Page 45</p> <p>1 4/3/06, if you look closely next to where the word 2 seal is in abbreviation. 3 A. I don't see a date on signature block 4 or a reference, but -- 5 Q. Are you looking at page 50? 6 A. I am looking on page 65. 7 Q. Oh, I see. Okay. But it has the 8 date on the first page of April 3. 9 A. That's correct, on the first page it 10 is dated April 3. 11 Q. So you wouldn't know why this note 12 allonge is dated August 3, 2010? 13 A. I would not know. 14 Q. Okay. And if you look at the next 15 one it has note allonge also dated August 3, 2010, 16 and again you wouldn't know why it has that date? 17 A. No. 18 MR. WEXLER: All right. Can we take 19 a ten-minute break? 20 MR. BAKER: Okay. 21 (A recess is taken.) 22 Q. Ms. Taylor, how did you prepare for 23 this deposition? 24 A. I reviewed the documents that you had 25 sent to Mr. Baker and the subpoena.</p>

<p style="text-align: right;">Page 46</p> <p>1 Q. Now, can we turn back to page 38, 2 which is the complaint for default on note? 3 A. Okay. 4 Q. And do you see that date of 5 January 21st, 2021? 6 A. The E-file stamped copy? 7 Q. Yeah. And also if you look on the 8 signature page it's there too? 9 A. Correct. 10 Q. Now, if you don't mind turning back 11 to page 11, the loan servicing agreement -- 12 A. Okay. 13 Q. -- and that's dated January 20, 2021. 14 Do you see that? 15 A. Correct, I see that. 16 Q. Why -- it seems very odd that the 17 loan servicing agreement was signed just one day 18 before the lawsuit was brought. Do you have any 19 explanation? 20 A. I have no information or knowledge as 21 to the date the loan servicing agreement was 22 executed compared to the date the complaint was 23 filed. 24 Q. In your experience is it common to 25 have a loan servicing agreement executed the day</p>	<p style="text-align: right;">Page 48</p> <p>1 communications between FCI and the investor, how did 2 you learn about those communications? 3 A. In general? 4 Q. Yes. 5 A. In general we are made aware if we 6 are included in those communications; otherwise, we 7 would have to ask. 8 Q. And are you always made aware of the 9 servicing agreements? 10 A. No. Usually we are not. 11 Q. Is that because the servicing 12 agreements are not important? 13 A. I don't know that I can answer that 14 question. It's just not something that is typically 15 provided to the attorneys for purposes of what we 16 typically represent our clients in. 17 Q. Now, can we turn to page 69 of the 18 attachment, and it has -- this is a demand loan 19 payoff. 20 A. Okay. 21 Q. And it looks like they are saying 22 that the -- to pay off your loan is 236,377.81. Is 23 that right? 24 A. Correct. 25 Q. And this daily interest amount of</p>
<p style="text-align: right;">Page 47</p> <p>1 before a lawsuit is brought? 2 A. I really would have no knowledge of 3 that type of issue or experience, really. 4 Q. And if we turn to page 24, that loan 5 servicing agreement was in place from March 1, 2018, 6 until January 20, 2021, when the other loan 7 servicing agreement took its place, and the very 8 next day that lawsuit was filed by Mr. Johnson and 9 his law firm. Do you know why that was? 10 A. I have no knowledge. No, I do not 11 know. 12 Q. In your experience why would a change 13 of servicer be required to bring a lawsuit? 14 A. I am not sure I understand the 15 question. Can you repeat that? 16 Q. Sure. What -- in your experience do 17 different loan servicing agreements allow lawsuits 18 to be brought as opposed to other ones? Like, why 19 would a servicer change a loan servicing agreement 20 in order to bring the lawsuit? 21 A. I -- I am not sure, nor do I think 22 that we are made aware of it from the attorney side, 23 so -- and I don't know that I had experience with 24 that particular issue occurring. 25 Q. Okay. Do you have any -- as far as</p>	<p style="text-align: right;">Page 49</p> <p>1 41.93, what does that mean? It could change from 2 41.93. Is that right? 3 A. If you are asking account per diem 4 change on a loan, the answer is yes, in my opinion 5 it can change. 6 Q. Okay. Does interest ever become part 7 of the unpaid principal? 8 A. In general, yes, it can. 9 Q. As far as this loan? 10 A. I would have to review the loan 11 history and the loan documents to provide a specific 12 interest to this loan. 13 Q. Who would have the loan history of 14 this loan? 15 A. I believe likely the current owner of 16 the loan, current holder of the loan. 17 Q. So does FCI pay the McMichael law 18 firm or does the McMichael law firm pay FCI for the 19 administrative agreement? What's the purpose of the 20 administrative agreement? 21 A. The administrative agreement lays out 22 the expectations of the relationship between J. 23 Taylor Law, now McMichael Taylor Gray, and FCI, what 24 the expectations are. FCI does not pay McMichael 25 Taylor Gray, nor does McMichael Taylor Gray pay FCI</p>

<p style="text-align: right;">Page 50</p> <p>1 for those services provided.</p> <p>2 Q. So why does the McMichael law firm</p> <p>3 have any relationship at all with FCI? I don't</p> <p>4 understand the purpose of the administrative</p> <p>5 agreement. Perhaps you could enlighten me.</p> <p>6 A. Well, if you read it, it sets out</p> <p>7 certain expectations of how well have a J. Taylor</p> <p>8 Law and FCI will communicate, what their</p> <p>9 expectations are as far as return times, what they</p> <p>10 will bill, what their fee arrangement is; that we</p> <p>11 have to follow the Fannie Mae fee schedule that</p> <p>12 we -- whatever previously, things like that. Also</p> <p>13 provides an indemnification that -- if the law firm</p> <p>14 makes an error, whatever, that they would indemnify</p> <p>15 FCI.</p> <p>16 Q. Okay. Now, looking back at this</p> <p>17 demand loan payoff on page 69, have you seen this</p> <p>18 demand loan payoff?</p> <p>19 A. Yes, I have.</p> <p>20 Q. When?</p> <p>21 A. Most recently yesterday preparing for</p> <p>22 this deposition.</p> <p>23 Q. Okay. Now, this interest paid to</p> <p>24 date, it has October 20, 2015. Do you see that?</p> <p>25 A. Correct.</p>	<p style="text-align: right;">Page 52</p> <p>1 A. I mean, it's a reinstatement for a</p> <p>2 loan.</p> <p>3 Q. Okay. Can we look on page 74? I am</p> <p>4 sorry. 73.</p> <p>5 A. Okay.</p> <p>6 Q. Does this look like a document that</p> <p>7 APG Holdings Revocable Trust would send on the date</p> <p>8 that they purchased the loan?</p> <p>9 A. I wouldn't have any knowledge of</p> <p>10 that.</p> <p>11 Q. Have you ever seen a document like</p> <p>12 this?</p> <p>13 A. Well, I see, Welcome to APG Holdings.</p> <p>14 I think you are referencing a welcome letter and</p> <p>15 yes, I have seen welcome letters, if that is in fact</p> <p>16 what this is.</p> <p>17 Q. And does this mean that this is the</p> <p>18 date that they bought the debt?</p> <p>19 A. I wouldn't know.</p> <p>20 Q. And are you aware of any borrowers</p> <p>21 who have had a successful workout program with APG</p> <p>22 Holdings Revocable Trust?</p> <p>23 A. I -- yes, I am familiar with loans in</p> <p>24 the past that Aspen or one of its entities would</p> <p>25 have completed successful loss mitigation.</p>
<p style="text-align: right;">Page 51</p> <p>1 Q. What does that date represent?</p> <p>2 A. The date in which the interest has</p> <p>3 been paid to.</p> <p>4 Q. Okay. So would you say as of that</p> <p>5 date it's -- the unpaid principal is 197,500?</p> <p>6 A. Based on the demand loan payoff on</p> <p>7 page 69 of the attachment, the unpaid principal</p> <p>8 balance is \$197,500, and it's -- the payoff</p> <p>9 good-through date is of May 1, 2018.</p> <p>10 Q. Okay. And what's that unpaid</p> <p>11 interest?</p> <p>12 A. Unpaid interest is listed as</p> <p>13 \$34,721.06.</p> <p>14 Q. What does that represent?</p> <p>15 A. According to this, unpaid interest.</p> <p>16 Q. From what date until what date?</p> <p>17 A. I don't know what date, but the</p> <p>18 payoff date is good through May 1, 2018.</p> <p>19 Q. Okay.</p> <p>20 A. On this document.</p> <p>21 Q. Okay. And if we go to page 71, do</p> <p>22 you know what this is?</p> <p>23 A. According to the document title, it's</p> <p>24 a loan reinstatement calculation.</p> <p>25 Q. And what's that?</p>	<p style="text-align: right;">Page 53</p> <p>1 Q. Can we turn to page 76?</p> <p>2 A. Okay.</p> <p>3 Q. Is that a letter from you?</p> <p>4 A. It appears, yes.</p> <p>5 Q. Okay. And then to turn to page 79,</p> <p>6 and that letter is dated February 22nd, 2018?</p> <p>7 A. Yes. Based on the date at the top,</p> <p>8 correct.</p> <p>9 Q. Okay. And that's a borrower welcome</p> <p>10 letter as well?</p> <p>11 A. That is what it's titled, correct.</p> <p>12 Q. Okay. Is this when FCI Lender</p> <p>13 Services began servicing the loan, or they might</p> <p>14 have began servicing it prior?</p> <p>15 A. I wouldn't have any knowledge of when</p> <p>16 they began servicing it.</p> <p>17 Q. Have you ever seen a borrower welcome</p> <p>18 letter after they began servicing it?</p> <p>19 A. Yes. It's usually a delay.</p> <p>20 Q. Okay. Now, let's turn to page 80.</p> <p>21 This is a notice of servicing transfer, so it states</p> <p>22 that the loan is being transferred from value</p> <p>23 recovery to FCI Lender Services? Is that right?</p> <p>24 A. Correct.</p> <p>25 Q. And the date -- the servicing of your</p>

<p style="text-align: right;">Page 54</p> <p>1 mortgage loan is being transferred effective 2 2/20/18, and that letter was addressed to Mr. 3 Cordtz, right? 4 A. This letter is dated at the top 5 January 30, 2018. It refers to the notice of 6 servicing transfer, and the first sentence of the 7 first paragraph says, Effective 2/20/2018. 8 Q. Okay. Let's turn to page 82, and do 9 you agree that a home equity line of credit is not a 10 promissory note? 11 A. Agreed. 12 Q. Okay. 13 A. To the best of my knowledge today, 14 agreed. 15 Q. Okay. Now, if we go to page 83 is a 16 borrower welcome letter from FCI with a date of -- I 17 don't even see a date. Okay. Let's go to page 86. 18 A. Okay. 19 Q. Were you representing Wilmington 20 Savings Fund as trustee of the Aspen Holdings Trust? 21 A. Yes. According to this letter the 22 firm was. 23 Q. Now, can we turn to page 88? 24 A. Okay. 25 Q. What date was this assignment of</p>	<p style="text-align: right;">Page 56</p> <p>1 A. I am not sure. I am not sure, but we 2 have a policy to advise. 3 Q. But FCI Lender Services does not have 4 an agreement with the McMichael law firm that it 5 would provide that information that the borrower is 6 represented by an attorney? 7 A. I didn't say we didn't. I said I am 8 not sure off the top of my head if it's included in 9 any of our agreements or not, but it might not be 10 relevant, because we have an internal policy to 11 advise our clients if we identify that a borrower is 12 represented by counsel. 13 Q. I see. You know why interests would 14 have accumulated before Aspen came in to ownership 15 of the loan? 16 A. I wouldn't know any of the specifics 17 of this particular loan. 18 Q. Can I have a ten-minute break and I 19 am almost finished? 20 MR. BAKER: Okay. 21 (A recess is taken.) 22 Q. Ms. Taylor, do you know when APG 23 Holdings Revocable Trust obtained this loan? 24 A. No, I do not. 25 Q. Can you look through the documents to</p>
<p style="text-align: right;">Page 55</p> <p>1 security deed dated? 2 A. April 11, 2018. 3 Q. Okay. Is this when the transfer took 4 place, or could the transfer have taken place before 5 this date? 6 A. The transfer of the loan could have 7 taken place before this, and this was later 8 memorialized by this writing. In my experience, 9 yes, that happens. 10 Q. Okay. And if we look on page 91, 11 that assignment, it looks like it took place on 12 5/11/18. Is that right? 13 A. Yes. This assignment is dated 14 May 11, 2018. 15 Q. Again, that one could have taken 16 place earlier? 17 A. Yeah. The loan could have 18 transferred prior to this date. 19 Q. How did McMichael Taylor normally 20 notify FCI that a borrower is represented by an 21 attorney? 22 A. Via e-mail. 23 Q. Okay. Does McMichael have a 24 contractual agreement to provide that information to 25 FCI Lender Services?</p>	<p style="text-align: right;">Page 57</p> <p>1 see if you are able to determine the date? 2 A. If you are -- maybe assignment is -- 3 that would be what we were just discussing, and was 4 dated May 11, 2018. So I would say on or before 5 that date. 6 Q. How much before that date? 7 A. I don't know. 8 Q. Again, if you are able to look 9 through the documents, could you see if you are able 10 to determine that? 11 A. There are 103 documents here. I have 12 just done a cursory review of them, and I don't know 13 that I can determine based on what's in front of me. 14 Q. Okay. What I am getting at is, prior 15 to APG Holdings Revocable Trust owning this loan, on 16 what basis was interest charged on this loan? 17 A. I don't know that information. 18 Q. On what basis could interest be 19 charged? 20 A. I am not sure I can answer that 21 question. 22 Q. If a previous lender decided not to 23 charge interest, can APG Holdings Revocable Trust 24 decide to charge interest during the period of time 25 that the previous lender decided not to charge</p>

<p style="text-align: right;">Page 58</p> <p>1 interest for?</p> <p>2 A. I -- I am not sure about this</p> <p>3 particular loan or really any loan. I think it</p> <p>4 would just depend on the agreement between the</p> <p>5 previous lender and the borrower.</p> <p>6 Q. Okay. To the best of your knowledge,</p> <p>7 what business is FCI in?</p> <p>8 A. Loan servicing.</p> <p>9 Q. Of what types of loans?</p> <p>10 A. All types of loans.</p> <p>11 Q. Performing loans?</p> <p>12 A. I believe yes, they service both</p> <p>13 performing and nonperforming.</p> <p>14 Q. Do you know what percent is</p> <p>15 performing and what percentage is nonperforming?</p> <p>16 A. No, I do not.</p> <p>17 Q. Does FCI have any relationship with</p> <p>18 the -- with any borrowers that you are aware of that</p> <p>19 have performing loans?</p> <p>20 A. I am not sure if I understand the</p> <p>21 question. Do they have relationships with borrowers</p> <p>22 on performing loans?</p> <p>23 Q. That you are aware of; because FCI</p> <p>24 has an agreement with the McMichael law firm,</p> <p>25 correct?</p>	<p style="text-align: right;">Page 60</p> <p>1 A. I wouldn't know off the top of my</p> <p>2 head. I would have to pull -- I would have to pull</p> <p>3 a report.</p> <p>4 Q. And that information is available,</p> <p>5 though?</p> <p>6 A. Yes. I have the ability to generate</p> <p>7 reports to identify what referrals are sent by what</p> <p>8 service and/or client, correct.</p> <p>9 Q. Okay. Is FCI Lender Services in your</p> <p>10 top ten accounts?</p> <p>11 A. I would not know off the top of my</p> <p>12 head. I would have to pull, and I also think it</p> <p>13 would depend on when you massed.</p> <p>14 Q. Okay. I am done with questioning.</p> <p>15 MR. BAKER: Larry, do you have any</p> <p>16 questions?</p> <p>17 MR. JOHNSON: I don't have any</p> <p>18 questions.</p> <p>19 MR. BAKER: I don't have any</p> <p>20 questions.</p> <p>21 (Witness excused.)</p> <p>22 (Deposition concluded at</p> <p>23 approximately 12:24 p.m.)</p> <p>24</p> <p>25</p>
<p style="text-align: right;">Page 59</p> <p>1 A. Yes. We have an administrative</p> <p>2 agreement with FCI.</p> <p>3 Q. Okay.</p> <p>4 A. Are you asking me if I am aware of</p> <p>5 any performing loans that FCI services?</p> <p>6 Q. Yes.</p> <p>7 A. Yes, I am aware that they service</p> <p>8 performing loans.</p> <p>9 Q. Do you -- that your firm deals with.</p> <p>10 A. Not off the top of my head, but we</p> <p>11 are a -- creditor's rights, and we focus on default</p> <p>12 work, and the majority of the work we deal with is</p> <p>13 on nonperforming loans by virtue of foreclosures and</p> <p>14 bankruptcies sees.</p> <p>15 Q. Okay. And do you consider FCI</p> <p>16 services a large account, a small account or a</p> <p>17 medium account?</p> <p>18 A. I am not sure what the percentage of</p> <p>19 volume referral is based on, if that's what you are</p> <p>20 asking, off the top of my head.</p> <p>21 Q. Okay. Is it, like, a hundred --</p> <p>22 A. It's certainly an important account,</p> <p>23 just like all of our clients are important.</p> <p>24 Q. Okay. Do they refer to you, like, a</p> <p>25 hundred accounts or a thousand accounts or --</p>	<p style="text-align: right;">Page 61</p> <p>1 CERTIFICATE</p> <p>2</p> <p>3 I, LAURA A. GRABOWSKI, a Certified</p> <p>4 Court Reporter of the State of New Jersey, do hereby</p> <p>5 certify that prior to the commencement of the</p> <p>6 examination, JANUARY N. TAYLOR was duly sworn by me</p> <p>7 to testify to the truth, the whole truth and nothing</p> <p>8 but the truth.</p> <p>9 I DO FURTHER CERTIFY that the</p> <p>10 foregoing is a verbatim transcript of the testimony</p> <p>11 as taken stenographically by and before me at the</p> <p>12 time, place and on the date hereinbefore set forth,</p> <p>13 to the best of my ability.</p> <p>14 I DO FURTHER CERTIFY that I am</p> <p>15 neither a relative nor employee nor attorney nor</p> <p>16 counsel of any of the parties to this action, and</p> <p>17 that I am neither a relative nor employee of such</p> <p>18 attorney or counsel, and that I am not financially</p> <p>19 interested in the action.</p> <p>20 <i>Laura A. Grabowski</i></p> <p>21 LAURA A. GRABOWSKI, CCR</p> <p>22 CCR Number: XI01350</p> <p>23 Dated: October 25, 2021</p> <p>24</p> <p>25</p>

<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>1 WITNESS CERTIFICATION</p> <p>2</p> <p>3</p> <p>4 I have read the foregoing transcript of</p> <p>5 my testimony and find it to be true and</p> <p>6 accurate to the best of my knowledge and</p> <p>7 belief.</p> <p>8</p> <p>9</p> <p>10 _____ [January N Taylor]</p> <p>11</p> <p>12</p> <p>13 Subscribed and sworn to</p> <p>14 before me on this _____</p> <p>15 day of _____, 2021.</p> <p>16</p> <p>17 _____ Notary Public</p> <p>18</p> <p>19</p> <p>20 * * *</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p> </div> <div style="width: 5%; text-align: center;"> <p>Page 62</p> </div> </div>																																																							
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>1 ERRATA SHEET</p> <p>2 Priority-One Court Reporting/Veritext</p> <p>3 718-983-1234</p> <p>4 ASSIGNMENT NO. P1-4852635</p> <p>5 CASE NAME: Cordtz v. Jonson Legal Offices</p> <p>6 DATE OF DEPOSITION: 10/18/2021</p> <p>7 WITNESS' NAME: January N Taylor</p> <p>8</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">PAGE/LINE(S)</th> <th style="width: 30%;">CHANGE</th> <th style="width: 40%;">REASON</th> </tr> </thead> <tbody> <tr><td>9</td><td> </td><td> </td></tr> <tr><td>10</td><td> </td><td> </td></tr> <tr><td>11</td><td> </td><td> </td></tr> <tr><td>12</td><td> </td><td> </td></tr> <tr><td>13</td><td> </td><td> </td></tr> <tr><td>14</td><td> </td><td> </td></tr> <tr><td>15</td><td> </td><td> </td></tr> <tr><td>16</td><td> </td><td> </td></tr> <tr><td>17</td><td> </td><td> </td></tr> <tr><td>18</td><td> </td><td> </td></tr> <tr><td>19</td><td> </td><td> </td></tr> <tr><td>20</td><td> </td><td> </td></tr> <tr><td>21</td><td> </td><td> </td></tr> <tr><td>22</td><td> </td><td> </td></tr> <tr><td>23</td><td> </td><td> </td></tr> <tr><td>24</td><td> </td><td> </td></tr> <tr><td>25</td><td> </td><td> </td></tr> </tbody> </table> <p>26 January N Taylor</p> <p>27 (Notary not required in California)</p> <p>28 SUBSCRIBED AND SWORN TO</p> <p>29 BEFORE ME THIS _____ DAY</p> <p>30 OF _____, 2021.</p> <p>31</p> <p>32 _____ NOTARY PUBLIC</p> <p>33 MY COMMISSION EXPIRES _____</p> </div> <div style="width: 5%; text-align: center;"> <p>Page 63</p> </div> </div>	PAGE/LINE(S)	CHANGE	REASON	9			10			11			12			13			14			15			16			17			18			19			20			21			22			23			24			25			
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&	2/20/2018 54:7	3	672,040 37:20
& 6:22,24 7:1,9,16 7:23 8:8,9	20 22:13 46:13 47:6 50:24	3 42:24 44:9,11,21 45:8,10,12,15	69 48:17 50:17 51:7
0	200,000 31:17 42:13,13	30 42:7 54:5	7
02003 1:2	2005 6:16	30092 3:7	71 51:21
07039 1:21	2006 44:12,21	30328-4806 3:11	718 1:22
1	2010 42:24 44:9 45:12,15	30345 3:3	718-983-1234 63:2
1 47:5 51:9,18	2015 31:4 50:24	3200 1:21	73 52:4
1,062.99. 32:6	2017 8:24 11:18,21 20:1,13,13 21:7	327,917.83 40:5	74 52:3
1,400 15:21	2018 9:5 38:8,15 38:16,25 39:14,14	33 30:19	76 53:1
1,469.20 31:22	39:17 40:16 47:5	34,721.06. 51:13	79 53:5
1,600 15:20	51:9,18 53:6 54:5	35 31:12 32:12	8
10/18/2021 63:3	55:2,14 57:4	3550 3:7	80 53:20
103 10:17 19:17 34:17 40:1 57:11	2021 1:14 27:1,23 28:19 39:13 46:5	38 34:17 46:1	82 54:8
108 3:3	46:13 47:6 61:22	4	83 54:15
10:00 2:7	62:14 63:22	4/21/21 34:5	86 54:17
11 21:18 29:5,12 46:11 55:2,14 57:4	21st 46:5	4/3/06 45:1	88 54:23
12:24 60:23	22 22:13 29:5,12	41.93 49:1	9
13 29:16	2244 3:3	41.93. 49:2	91 55:10
138 3:11	22nd 53:6	42 39:3	9629 61:19
15 9:22	236,377.81. 48:22	42,752.58 37:21	983-1234 1:22
15,000 16:12,14,17	24 23:2 47:4	43 37:9	a
16 15:22	246,000 40:16	44 39:25	a.m. 2:7
1600 16:7 17:4	246,162.04 37:19 38:6,7,10,14,17,21	44.75 38:7,16,18 39:12,14,17	abbreviation 45:2
18 1:14	39:12,13	44.75. 37:24 40:18	abide 16:8
18,000 40:19	25 37:18 38:5 39:3 39:8,10,15 61:22	46 41:10	ability 9:21 60:6 61:13
19 11:18	26 24:16	5 37:22 38:7,15,16 38:25 39:14,14,17 40:16	able 15:18 22:22 57:1,8,9
190,000 34:14	260 3:7	5/11/18 55:12	accelerated 33:8 40:4
190,058.53 33:5	28 31:4	50 40:18,18 45:5	account 23:23 34:5 49:3 59:16 59:16,17,22
190,058.53. 33:14	284,403.87 34:9	52 44:24	accounts 14:5,8 21:12 23:16 59:25 59:25 60:10
197,500 37:20 51:5 51:8	284,403.87. 34:6	58 41:16	accrue 37:23 39:16,20
1:21 1:2	290 1:20	6	
2		6 4:7	
2,754.05 33:16		65 45:6	
2/20/18 54:2		67 42:18	

accumulated 56:14 accurate 62:6 acknowledges 13:9 act 32:8 acting 13:10,24 action 1:2 24:2 35:19 36:1 37:8 38:12,22 61:16,19 actively 29:1 activity 34:5 added 20:18 addition 34:13 38:15 additional 9:6 20:18 addressed 54:2 adds 12:25 admin 10:23 administration 11:6 administrative 10:20,21,24 11:3,9 12:22 14:22 20:25 25:7 30:9 49:19 49:20,21 50:4 59:1 advise 56:2,11 agent 13:12,25 ago 7:13 28:17,22 agree 13:14 15:25 29:5 42:14 54:9 agreed 16:24 54:11,14 agreeing 13:4 agreement 10:20 10:20,21,22,25 11:9 12:22 13:10 14:23 18:24 19:3 19:15,16 20:5,7,25	20:25 21:7 22:13 22:14,14,19,24 23:21,25 24:1,5 25:7 29:4,8,10,13 46:11,17,21,25 47:5,7,19 49:19,20 49:21 50:5 55:24 56:4 58:4,24 59:2 agreements 12:5 20:12 22:17,17 24:7 47:17 48:9 48:12 56:9 agrees 14:25 15:9 16:5 allonge 42:22 43:3 43:14,18,21,23,25 44:5 45:12,15 allow 27:18 47:17 allowable 15:2,11 15:15,19 16:25 17:5 allowed 23:22 altogether 16:21 amount 16:24 33:4,13,15,19,24 34:7,10 38:10 39:20 48:25 answer 5:5 28:8 29:9 33:10 35:22 48:13 49:4 57:20 answering 38:23 apg 23:6 34:21 35:5 52:7,13,21 56:22 57:15,23 appear 20:15 appearance 18:4 appearances 3:1 appears 16:11 34:1 39:16 53:4 approved 29:19 30:7	approximately 60:23 april 8:24 11:21 21:7 44:11,21 45:8,10 55:2 arrangement 50:10 art 9:10 asked 22:2 asking 17:14 24:13,16 27:5,13 32:16 34:8 35:17 37:25 38:5,6,9,13 38:16,17,20 39:11 39:12,13 42:4 43:7,7,9 49:3 59:4 59:20 asks 40:3 aspen 23:11,13,16 25:16 26:2,18 27:2,24 28:18 34:20 35:4 52:24 54:20 56:14 assigned 18:21 assignment 36:1 54:25 55:11,13 57:2 63:2 assist 17:19,19 18:7 assistants 10:6,7 assume 25:6,10 33:18 assuming 24:22 atlanta 3:3,11 attachment 21:19 23:3 40:1 48:18 51:7 attachments 39:4 attempting 11:12 attend 17:22	attorney 3:9 6:19 18:22 24:9,20,21 25:3,5,6 29:6,14 29:19 30:6,6,7,12 47:22 55:21 56:6 61:15,18 attorneys 3:5,13 9:9 48:15 august 42:24 44:9 45:12,15 authorized 29:22 29:23 available 31:17 42:13 60:4 avenue 1:20 aware 31:11 37:7 47:22 48:5,8 52:20 58:18,23 59:4,7
b			
b 3:11 back 7:9,11 29:5 42:12,13 46:1,10 50:16 background 9:8 baker 3:8 21:25 29:3 45:20,25 56:20 60:15,19 balance 34:5,6,9 37:17,19 40:9 42:11 51:8 bankruptcies 36:15 59:14 bankruptcy 12:1 12:11 17:23 19:7 based 12:9 31:1,5 33:10,18 41:20 42:21 51:6 53:7 57:13 59:19 basically 32:8,8 43:10			

basis 57:16,18 becoming 17:10 began 53:13,14,16 53:18 beginning 26:21 27:11 behalf 13:11,24 belief 62:7 believe 8:4,24 9:7 10:4 11:21 13:5 18:6,14 23:11 24:6,8 25:16,21,25 26:3,10,17,19 28:3 28:5,22 34:19 49:15 58:12 best 8:2 54:13 58:6 61:13 62:6 bill 15:1,9,25 16:6 16:23,24 50:10 billed 16:20 bills 19:12 bit 16:8 block 44:22 45:3 bolded 24:21 borrower 53:9,17 54:16 55:20 56:5 56:11 58:5 borrowers 52:20 58:18,21 bottom 19:19 29:18 bought 52:18 breach 12:18 break 45:19 56:18 brief 20:16 bring 35:19 47:13 47:20 bringing 28:12 brock 6:22,23 7:1 7:9,16,23 8:8	broke 10:14 brought 27:1 35:1 35:7,10,12,16 36:4 36:17 37:4,8 46:18 47:1,18 business 23:13 58:7 busy 17:8 c calculated 38:1 calculation 51:24 calculator 34:3 40:24 california 30:13 30:17 63:21 called 2:2 10:9,21 11:11 42:1,2 43:7 43:8,14,15 cancellation 30:15 captioned 2:3 card 7:17,19 career 9:20 22:18 carolina 6:20 8:10 8:14,14 case 16:11,21 17:9 17:16 18:6,19,22 19:7,9 28:7 29:2 30:4 35:3,9,24 36:8 37:3,18 39:24 63:3 cases 17:18 29:3 ccr 1:16 61:21,21 center 19:20 certain 11:6 50:7 certainly 59:22 certificate 61:1 certification 62:1 certified 2:6 61:3 certify 61:5,9,14 change 47:12,19 49:1,4,5 63:5	changed 9:6,7 40:10 charge 32:6,15 41:6 57:23,24,25 charged 57:16,19 charges 31:22 32:1,1,5,18 check 16:18 civil 1:2 client 26:3,14 27:24 30:3,10,11 30:12 31:10 36:2 36:4 60:8 client's 30:5,6 clients 23:12 26:19 26:21 48:16 56:11 59:23 closed 31:18 closely 45:1 collateral 37:5 collection 7:17,19 18:13,15,17 28:6 36:10 collections 36:16 come 9:4,13 23:8 commence 23:23 commencement 61:5 commencing 2:7 commission 63:25 common 46:24 communicate 50:8 communication 35:4 communications 12:24 48:1,2,6 company 10:9 23:5 31:7 compared 46:22 complaint 34:18 36:17 37:4,10	38:5 39:21 40:11 46:2,22 complaints 35:15 completed 52:25 compliance 30:8 comply 30:15 concerning 18:17 concluded 60:22 confused 38:24 consider 36:9,11 36:16 59:15 contain 22:23 29:6 contained 32:23 contains 22:22 44:25 contested 17:2,22 18:3 continue 27:21 continues 37:23 39:16 contract 11:15 12:19 25:12,16,22 26:4,7,16,17,19 27:3 28:11,15,18 28:21,22 29:6 contractor 13:10 13:24 contractors 10:2 14:2 contracts 22:16 25:18 26:1,15 contractual 55:24 convenient 19:19 coordinate 30:1 30:13 copy 25:19 27:2 46:6 cordtz 1:4 54:3 63:3 corners 3:7
---	--	--	--

corporation 30:24 correct 7:6,25 15:12 16:9 19:21 20:2 21:11 24:3 26:14 28:13 31:2 33:6 43:5 45:9 46:9,15 48:24 50:25 53:8,11,24 58:25 60:8 cost 38:22 costs 38:11 counsel 12:25 14:25 15:5,9 17:12,18,19,21 18:4,7 56:12 61:16,18 couple 6:25 8:11 26:24 court 1:1,20 2:4,6 10:17 61:4 63:1 courts 16:11 credit 7:17,19 31:16,18 41:19,22 42:2 43:9,12,16,18 44:1,6,18,21 54:9 creditor's 36:11 59:11 current 15:1,10,14 18:21 33:15,19,23 35:18 49:15,16 currently 40:4 cursory 57:12 cv 1:2	51:1,2,5,9,16,16 51:17,18 52:7,18 53:7,25 54:16,17 54:25 55:5,18 57:1,5,6 61:12 63:3 dated 11:18 31:6 44:21 45:10,12,15 46:13 53:6 54:4 55:1,13 57:4 61:22 day 9:17 38:7,16 40:19 46:17,25 47:8 62:14 63:22 days 28:17 deal 59:12 deals 59:9 debt 18:13 35:19 52:18 december 11:18 20:1,13 decide 17:7 57:24 decided 9:18 57:22,25 deed 55:1 deemed 13:12,25 default 12:24 35:15 37:4 46:2 59:11 defendant 3:9 defendants 1:8 deferred 37:21 defined 32:7 delay 53:19 demand 48:18 50:17,18 51:6 department 7:18 7:20,21,22,24 8:2 depend 44:3 58:4 60:13	depending 36:8 depends 35:24 deposit 30:24 deposition 1:12 2:1,3 5:2 6:9 22:7 25:14 27:12 40:8 45:23 50:22 60:22 63:3 deposits 30:9 details 12:4 31:24 determine 23:25 29:12 57:1,10,13 diem 37:23 39:16 40:17 41:6 49:3 difference 20:6,9 41:21,25 42:4 different 20:12 47:17 differs 36:7 direct 4:7 6:5 directed 30:2 direction 5:5 discovery 22:9,11 discussing 57:3 discussions 35:8 district 1:1,2 document 10:16 43:8,14,15 51:20 51:23 52:6,11 documents 5:10 10:18 16:19 45:24 49:11 56:25 57:9 57:11 doing 11:7 33:25 drastically 40:10 draw 42:8 drive 3:7,11 due 33:4,13,23 34:7,10 37:17,22 38:25	duly 6:3 61:6
			e e 4:2 30:3 46:6 55:22 earlier 17:4 55:16 edward 9:10 effective 54:1,7 efficiency 12:23 eight 20:4,5,9 eisenberg 8:9 employee 13:12 14:1 61:15,17 employees 10:1,5 engagement 22:17 engineering 3:7 enlighten 50:5 ensure 35:18 enter 11:15 26:18 entering 26:17 entire 19:17 22:24 29:8,10 entities 28:5,6 52:24 entity 27:2,24 28:18 34:23,24 35:19 equity 41:18,22 42:2,6,8,16 43:8 43:12,15,18 44:6 44:17,20 54:9 errata 63:1 error 50:14 errors 19:6 especially 26:2 esq 3:4,8,12 eviction 17:23 evictions 36:15 exact 18:20 exactly 9:8 12:3 20:17

examination 1:12 2:2 4:7 6:5 61:6 examined 6:3 exceed 30:17 excellent 25:2 exclusive 30:12 excused 60:21 executed 46:22,25 existed 28:16 exists 37:18 expectations 49:22,24 50:7,9 experience 46:24 47:3,12,16,23 55:8 expires 63:25 explain 16:13 explaining 31:15 explanation 46:19	58:7,17,23 59:2,5 59:15 60:9 february 53:6 federal 2:4 29:24 30:24 fee 15:2,11,15,19 17:3 50:10,11 feels 25:24 fees 30:9,17,18 37:22 38:22 file 46:6 filed 39:22 46:23 47:8 filing 11:5,6 40:11 finance 32:5,6,15 32:18 financially 61:18 find 15:18 23:21 24:7,8 26:7 62:5 finish 27:18 finished 56:19 firm 6:21 7:5,8 8:10,12,19,23,25 9:4,6,18 14:18 15:6 16:12 17:7,7 17:11 18:12,15 20:19 21:10 23:22 26:1,25 28:5,10,11 28:12,19 35:11 36:9,10,10,11,12 36:16 37:11 47:9 49:18,18 50:2,13 54:22 56:4 58:24 59:9 first 6:17 20:7 21:6 31:1 45:8,9 54:6,7 five 6:13,14 20:5,9 24:15 36:23 flat 17:3	fnma 15:2 focus 11:10 36:14 59:11 folder 26:15,22 follow 50:11 follows 6:3 foreclosure 6:19 7:5,22,24 8:2 12:1 12:11 15:20 17:22 18:4 19:6 23:23 24:2 30:17,18 36:10 foreclosures 30:5 30:11,14 36:15 37:2 59:13 foregoing 61:10 62:4 form 27:5,8 format 37:8 forth 61:12 forward 34:9 forwarded 34:6 found 25:3 26:8 28:15 four 19:15,16 20:10 fourth 14:25 frequently 22:17 front 57:13 full 10:5 29:25 fund 54:20 further 61:9,14 future 27:18	georgia 1:2 3:3,7 3:11 7:22,23 8:1 8:13 15:20 18:7 getting 11:8 57:14 give 14:15 21:13 23:13 27:9 30:12 given 28:11 gmail.com 3:4 go 13:8 14:24 20:20 21:18 23:2 29:4 40:16 42:12 43:17,20,21 51:21 54:15,17 goal 13:7 going 9:18 10:17 10:18,19 18:18,19 20:3 27:4 good 6:7,8 18:13 38:14 40:13,21 51:9,18 gosh 7:12 grabowski 1:16 2:5 61:3,21 gray 3:6 9:10,11 14:20 15:13 24:1 49:23,25,25 great 24:14 group 30:23 31:8 34:20 35:5 guess 20:17 28:7 guidelines 30:18
f			h
fact 52:15 failure 30:14 fair 11:14 familiar 25:24 31:24 32:14 34:23 42:17 44:13 52:23 family 42:7 fannie 15:4,10,15 16:2,7,25 17:1,2 50:11 far 11:16 47:25 49:9 50:9 fci 1:7 3:9 10:9,10 10:25 11:2,12,15 11:22 12:15,23 14:5,8,17,18 19:6 19:8,11 21:9,12 22:19 24:9 31:13 48:1 49:17,18,23 49:24,25 50:3,8,15 53:12,23 54:16 55:20,25 56:3		gather 38:4,6 general 20:11 32:23 48:3,5 49:8 generally 32:14 33:25 generate 60:6	hammond 3:11 hand 14:11 28:24 handle 12:18 20:19 handled 9:9 12:12 12:15 handling 11:25 14:9

happens 55:9 head 15:16 17:15 17:25 18:8 21:17 23:15 36:22 44:7 56:8 59:10,20 60:2,12 hear 23:8 heard 23:5 44:5 hearings 17:23,23 held 26:16 help 17:9,12 henderson 3:3 hereinbefore 61:12 hey 9:18 high 15:22 16:8 19:3 20:16 highlighted 24:18 hire 17:7,12 18:5 hired 17:18 history 49:11,13 holder 35:18 49:16 holdings 23:6 34:21 35:5 52:7 52:13,22 54:20 56:23 57:15,23 home 41:18,22 42:2,6,8,16 43:8 43:12,15,18 44:6 44:17,20 54:9 honest 18:18 honestly 17:13 hourly 17:1,5 house 37:5 hundred 14:12 59:21,25	immediately 21:13 important 48:12 59:22,23 impossible 16:22 improves 12:24 included 48:6 56:8 includes 37:20 increases 12:23 incurred 38:11 indemnification 18:24 19:3 50:13 indemnify 19:6 50:14 indemnifying 19:8 indemnity 19:16 20:24 independent 10:2 13:10,23 14:1 index 5:2 information 14:10 14:14 21:14 22:7 23:18,20 31:19 32:23 33:2 46:20 55:24 56:5 57:17 60:4 initiation 30:11 ins 18:20 instance 18:3 instrument 42:5 insurance 30:24 insurances 19:7 interest 32:1,8,9 33:20 37:21,23 38:11,18 39:16,20 40:5,14,15,17,19 41:2 48:25 49:6 49:12 50:23 51:2 51:11,12,15 57:16 57:18,23,24 58:1 interested 61:19	interests 37:21 38:21 56:13 internal 56:10 investor 12:13,25 13:11,24 16:1,17 16:21 25:13 48:1 investors 12:6,19 invoices 16:19 involved 29:1 issue 12:19 47:3 47:24	k k 30:2 keep 25:17 26:14 kind 18:4 knew 42:11 know 7:16 8:6 11:5 12:3,4,20 14:7 15:14 16:20 17:13,16,24 19:13 20:16 21:16,21 22:1 23:10,10,15 24:19 28:1,4,7,8 28:14,16,24 31:7,9 31:19,25 32:2,3,17 32:18,25 33:9,11 33:16 34:12,15,24 36:21,24 37:3,13 38:3,25 39:18,23 40:6,9 41:3,4,8,25 42:3,12,20,23 43:13,19 44:8,13 45:11,13,16 47:9 47:11,23 48:13 51:17,22 52:19 56:13,16,22 57:7 57:12,17 58:14 60:1,11 knowledge 8:3 19:10 21:24 27:15 32:20 35:2 46:20 47:2,10 52:9 53:15 54:13 58:6 62:6 known 9:12 10:10 15:12 18:12
i		j	
identify 56:11 60:7		j 8:21 9:13,24 10:25 11:2,16,19 15:12 19:5,8 49:22 50:7 january 1:13 2:2 4:5 6:2 27:1,23 28:19 39:13 46:5 46:13 47:6 54:5 61:6 62:10 63:4 63:20 jeffrey 1:4 jersey 1:21 2:7 61:4 job 1:24 6:17 johnson 1:7,7 3:10 3:12,13,13 16:12 17:7 18:12,14 26:25 27:4,7,10,16 27:17,23 28:11 29:2 32:10,13 37:10 47:8 60:17 johnson's 28:5 join 9:6 joined 8:9 9:10 joint 30:23 jonson 63:3 judgment 38:9,20	l l.l.c. 1:7 3:10,13 language 24:21 29:7,13 38:24 39:1,2

large 59:16 larry 1:7 3:12,13 60:15 late 37:22 laura 1:16 2:5 61:3,21 law 6:21 7:5,7 8:10,19,21,23,25 9:4,18 10:25 11:2 11:17,20 14:18 15:6,12 16:12 17:6,7,11 18:12,15 19:5,8 21:10 23:22 26:25 28:10 28:12,19 32:16 36:9,10,10,11,12 36:16 37:10 47:9 49:17,18,23 50:2,8 50:13 56:4 58:24 lawsuit 18:16 27:1 28:12 34:25 35:6 36:3 46:18 47:1,8 47:13,20 lawsuits 35:12 47:17 lawyer 6:15,18 lawyers 10:6,7 lays 49:21 leading 41:7 learn 10:8 25:15 48:2 learned 26:9 legal 1:7 3:10,13 10:6,7 16:2,6,15 19:7,12 63:3 lender 1:7 3:9 10:9 10:10,25 11:13,15 11:23 24:10 30:3 31:13 53:12,23 55:25 56:3 57:22 57:25 58:5 60:9	lenders 30:4 lending 32:7,16 letter 40:6,12 41:11 52:14 53:3 53:6,10,18 54:2,4 54:16,21 letters 52:15 level 19:4 20:16 licensed 8:13,17 limit 16:1 31:16 limits 16:7 line 5:6,6,6,11,11 5:11,16,16,16,21 5:21,21 31:18 41:18,22 42:2,6,16 43:8,12,15,18 44:1 44:6,17,20 54:9 63:5 list 29:19 30:7 listed 34:9 51:12 litigated 17:2 litigation 18:21 litigious 17:10 little 15:22,23 16:8 livingston 1:21 ljohnson 3:12 llc 3:2,6 34:21 35:5 loan 11:25 12:10 22:19 23:24 30:15 31:20,24 32:3,9,19 33:3,7 34:25 37:6 39:24 40:4 41:18 42:1,2,6,7,11 43:5 43:5 44:14,16 46:11,17,21,25 47:4,6,17,19 48:18 48:22 49:4,9,10,11 49:12,13,14,16,16 50:17,18 51:6,24 52:2,8 53:13,22	54:1 55:6,17 56:15,17,23 57:15 57:16 58:3,3,8 loans 30:14,16,17 52:23 58:9,10,11 58:19,22 59:5,8,13 local 17:18 locate 25:18 located 28:21 location 25:17 26:15 long 6:23 11:16 look 19:19 24:8 37:9 39:25 44:15 45:1,14 46:7 52:3 52:6 55:10 56:25 57:8 looking 12:21 18:24 26:23,23 32:11 34:4 45:5,6 50:16 looks 33:24 48:21 55:11 loss 52:25 lot 18:19 lower 15:23 ltw 1:2	matter 2:3 maximum 15:19 16:25 mbaker 3:8 mcmichael 3:6 9:10,11 14:18,20 15:6,13 16:5,8,11 16:16 17:6,11 19:12 23:22 24:1 28:10,18 49:17,18 49:23,24,25 50:2 55:19,23 56:4 58:24 mean 7:12 11:22 12:8 15:3 21:22 25:10 28:4 31:17 31:21 32:2,21 33:7,18 36:7 42:4 42:8 43:20 49:1 52:1,17 meaning 36:5 means 11:3,4 13:22 31:16,25 32:4 39:1 medium 59:17 memorialized 55:8 mhc 1:2 middle 13:19 mill 3:3 mind 10:22 19:14 22:12 31:15 46:10 miner 7:3 minimum 33:22 minute 45:19 56:18 misplaced 28:23 missing 21:3 mitigation 52:25 monthly 31:13 32:20,22,24
		m	
		mae 15:4,11,15 16:2,7,25 17:1,2 50:11 mail 30:3 55:22 majority 26:1 30:3 37:1 59:12 march 47:5 mark 3:8 17:8 marked 5:20 massed 60:13 math 33:25 40:13 40:22 41:7	

months 39:21 morning 6:7,8 morris 7:3,7 9:10 mortgage 54:1 move 10:16 moved 26:5 mt 1:20 mtglaw.com 3:8	notary 62:17 63:21,24 note 35:15 36:2,18 37:4 41:22 42:1,5 42:21,23 43:2,3,5 43:11,11,14,17,21 43:22,23,24,25 44:5 45:11,15 46:2 54:10 notice 53:21 54:5 notify 55:20 november 37:22 38:7,15,16,25 39:14,14,17 40:16 number 10:16 19:20 33:16 37:25 38:14,14 61:21 numbered 29:17	11:22 12:18,21 13:6,8,18,20 14:3 14:5,17,24 15:5,18 15:25 16:10,22 18:16,23 19:18,21 19:21,22,25 20:3 21:4,6,20 22:4,10 23:1,4 24:4 25:9 25:12,20 26:12 28:25 29:4,16 30:21 31:3,21 32:5 33:1,4,12,15 33:22 34:2,4,13,16 34:20,24 36:13,25 37:9 38:4 39:5,8,8 39:18 40:2,23 41:1,2,5,9,13,17 41:21 42:18,19 43:1,4 44:15,23 45:7,14,20 46:3,12 47:25 48:20 49:6 50:16,23 51:4,10 51:19,21 52:3,5 53:2,5,9,12,20 54:8,12,15,17,18 54:24 55:3,10,23 56:20 57:14 58:6 59:3,15,21,24 60:9 60:14 older 26:4,20,21 ones 47:18 online 15:17 open 8:25 9:3,13 9:18,24 31:18 opened 8:11,20,23 11:16,19 21:10 opinion 49:4 opportunity 7:15 9:3 opposed 47:18	oral 1:12 2:2 order 22:8 30:10 47:20 outline 11:12 outs 18:20 outside 17:12,19 17:21 18:7 outstanding 37:19 oversight 26:23 owe 40:4 owner 49:15 ownership 56:14 owning 57:15
n	notice 53:21 54:5 notify 55:20 november 37:22 38:7,15,16,25 39:14,14,17 40:16 number 10:16 19:20 33:16 37:25 38:14,14 61:21 numbered 29:17		p
n 1:13 2:2 4:2,5 6:2 61:6 62:10 63:4,20 name 8:19 9:7,7 18:3 27:1,24 63:3 63:4 necessarily 27:14 need 14:3 needed 17:9 needs 12:1,11,13 12:15 neither 13:11,25 61:15,17 network 24:9,20 24:21 25:4,5,6 29:7,14,19 never 10:20 15:25 21:23 28:20 new 1:21 2:6 26:5 26:22 61:4 night 26:9 34:19 nine 20:20 24:5 non 17:22 18:3 nonjudicial 15:20 30:13 nonperforming 58:13,15 59:13 normally 15:20 37:16 55:19 north 6:19 8:14 northern 1:2	object 27:4,8,10 objecting 27:12 objection 27:9,15 27:19 obligated 29:25 obtained 22:8 56:23 occasionally 10:3 occurring 38:21 47:24 october 1:14 31:4 50:24 61:22 odd 46:16 offer 12:4,10 offhand 14:14 16:20 offices 1:7 3:10,13 63:3 oh 19:18 45:7 okay 6:14,17,23 7:1,4,10,14,16 8:5 8:22 10:8 11:14	p.m. 60:23 p1-4852635 1:24 63:2 page 4:5 5:6,6,6,11 5:11,11,16,16,16 5:21,21,21 18:25 19:15,16 20:4,20 20:21 21:18 22:13 22:13 23:2 24:16 29:5,16 30:19 31:6,12 32:10 34:16,17 37:9 39:3,25 41:10,16 42:18 44:24,24 45:5,6,8,9 46:1,8 46:11 47:4 48:17 50:17 51:7,21 52:3 53:1,5,20 54:8,15,17,23 55:10 63:5 pages 19:17 20:5,9 21:3 24:5 29:12 40:1 paid 16:11 50:23 51:3 paragraph 12:22 13:16,17 14:25	

24:15 29:16,17 31:1 37:18 38:5 39:3,6,8,10,15 54:7 part 10:3 22:11 24:21 33:20 49:6 partial 29:25 particular 12:13 35:25 47:24 56:17 58:3 parties 61:16 partner 11:25 12:7 partners 9:6 party 13:9,9,11,13 13:23,25 14:1 path 9:20 pay 42:12,13 48:22 49:17,18,24 49:25 paying 19:12 payment 33:15,19 33:22,23 payoff 48:19 50:17 50:18 51:6,8,18 peachtree 3:7 percent 58:14 percentage 58:15 59:18 percentages 17:14 performing 58:11 58:13,15,19,22 59:5,8 period 57:24 personally 35:8 place 31:3 35:18 47:5,7 55:4,4,7,11 55:16 61:12 places 26:24 plaintiff 1:5 3:5	pleasant 1:20 please 27:17,21 29:10,15 30:20 40:24 plus 10:11,13,15 33:23 38:7,10,21 39:12,14 point 9:22 13:15 16:15 policies 35:15 policy 35:11,18 56:2,10 portion 24:18 possession 22:5 possibly 16:15 22:2 31:11 practice 2:4 37:2 preparation 29:3 prepare 29:25 45:22 preparing 9:21 22:6 25:14 40:7 50:21 pretty 21:9 previous 43:14 57:22,25 58:5 previously 50:12 primarily 36:14 principal 33:20 37:20 40:5 49:7 51:5,7 prior 28:12 39:21 53:14 55:18 57:14 61:5 priority 1:19 63:1 probably 20:17 22:21 procedure 2:5 procedures 35:14 proceed 24:1	process 12:24 26:18 produce 22:8 25:15 produced 21:25 production 5:10 program 52:21 promissory 54:10 properties 34:20 35:5 provide 49:11 55:24 56:5 provided 16:19 48:15 50:1 provides 50:13 pryor 7:3 public 15:17 62:17 63:24 pull 14:14 60:2,2 60:12 purchased 52:8 purpose 49:19 50:4 purposes 22:9 30:8 48:15 pursuant 2:4 14:19,22	quite 24:11,25 42:3 r randall 9:10 range 15:24 rarely 17:15 rate 17:2,5 37:23 39:17 40:17 read 20:4 21:22 22:24 23:21,24 29:10,12,20 50:6 62:4 reading 22:12 29:8 39:5,15 really 11:1,11 14:13 17:24 20:12 21:16 24:19 25:4 28:4 44:4 47:2,3 58:3 reason 7:10 20:14 28:3 63:5 reasons 7:13 recess 45:21 56:21 recites 11:1 recollection 20:14 reconveyance 30:1 record 29:20 recording 30:1 recovery 30:23 31:8 53:23 recurring 38:10 refer 59:24 reference 24:23 25:11 43:25 45:4 referenced 17:4 24:20 41:6 references 29:17 referencing 24:15 29:13 42:9 43:24 44:6 52:14
		q	
		question 5:20 9:16 10:24 15:8 16:3 16:10 17:17 20:11 24:12,19 25:1 27:5,8,22 29:9 33:10 35:20 38:20 38:23 39:9,11 41:24 47:15 48:14 57:21 58:21 questioning 60:14 questions 60:16,18 60:20	

referral 12:23 20:19 59:19 referrals 60:7 referring 11:24 24:17 43:4,11 refers 15:5 54:5 regard 23:23 regulations 29:24 reimbursed 16:16 reinstatement 51:24 52:1 relate 29:18 related 23:9,11 28:7 relates 32:15 relationship 11:2 11:12 49:22 50:3 58:17 relationships 58:21 relative 61:15,17 release 30:1 relevant 56:10 remember 8:22 11:20 26:17 41:11 repeat 16:3 27:22 47:15 report 14:15 60:3 reported 1:16 reporter 2:6 10:17 61:4 reporting 1:20 63:1 reports 60:7 represent 48:16 51:1,14 represented 55:20 56:6,12 representing 19:12 54:19	represents 33:17 request 5:10 required 30:9 47:13 63:21 residential 42:7 respect 30:14 responded 26:9 response 26:13 result 30:15 38:11 return 50:9 review 20:16 49:10 57:12 reviewed 45:24 revocable 23:6 34:21 35:6 52:7 52:22 56:23 57:15 57:23 right 6:21 9:17 11:3,19 15:21 16:25 18:5,10,20 19:11 22:24 26:13 27:3,25 28:19 30:13,25 32:21 33:24,24 34:4 39:9 40:20 41:14 41:19 43:2,12,22 44:12 45:18 48:23 49:2 53:23 54:3 55:12 rights 36:12 59:11 road 3:3 rules 2:4	schedule 15:2,11 15:15 50:11 scott 6:22,24 7:2,9 7:16,23 8:8 scratch 14:17 scream 27:17 screaming 27:19 scroll 20:3 seal 45:2 second 8:7 12:21 20:7 31:6 secured 42:5 security 55:1 see 13:2,20 16:18 17:6 19:5,25 20:20 22:16 24:12 24:13 39:2 40:6 41:9 45:3,7 46:4 46:14,15 50:24 52:13 54:17 56:13 57:1,9 seeing 22:6 seen 10:21 21:23 22:14 24:7 25:23 27:2,13,14 31:13 34:18,22 50:17 52:11,15 53:17 sees 59:14 selected 30:5,6,11 send 10:17 52:7 sent 10:18 45:25 60:7 sentence 12:9 13:8 13:19,21 24:17 54:6 sentences 29:18 september 20:13 service 58:12 59:7 60:8 servicer 29:22,23 30:4,8,10,12,16	47:13,19 servicer's 30:7 services 1:7,20 3:9 10:9,10 11:1,13,15 11:23 12:12 15:1 15:10 16:2,6,23 24:10 31:13 50:1 53:13,23 55:25 56:3 59:5,16 60:9 servicing 11:25 12:11 22:16,19 23:25 24:7 30:16 46:11,17,21,25 47:5,7,17,19 48:9 48:11 53:13,14,16 53:18,21,25 54:6 58:8 serving 37:5 set 61:12 sets 50:6 seven 29:16,17 sheet 63:1 shimshon 3:4 shock 28:8 shop 11:23 showed 43:15 side 47:22 sign 20:12 signature 19:22 20:21 44:21,25 45:3 46:8 61:19 signatures 31:5 signed 21:7,9 28:22 37:10,14 46:17 significant 13:1 signs 25:25 similar 22:14 single 42:7 sir 40:25
---	---	---	--

sitting 18:2 situation 17:25 small 59:16 software 26:5 soon 21:10 sorry 10:14 13:15 27:16,20,20 29:23 32:10 36:6 38:19 38:22 39:7 52:4 sound 15:21 sounds 15:22 16:7 24:14 south 8:10,13 speak 32:3 speaking 27:9 specific 7:10 12:17 14:16 32:21 35:13 39:20 42:6 49:11 specifically 22:20 28:20 38:1,13 specifics 18:11 23:10 28:9 32:3 32:17,19 35:3 37:7 39:24 44:14 56:16 specified 30:16 speculate 41:4 stamped 46:6 stands 18:20 start 27:19 starting 22:13 state 2:6 29:24 30:18 35:11,25 61:4 stated 15:19 16:7 44:24 statement 31:16 32:20,22,24 34:17 statements 31:13 states 1:1 8:16 12:22 15:9 16:5	20:18 31:16 32:6 33:4 37:18 40:3 44:23 53:21 stating 26:10 statutory 30:8,18 stenographically 61:11 stern 8:9 stint 8:7 stipulations 5:15 27:11 stop 11:23,24 12:7 stuff 17:9 subpoena 45:25 subscribed 62:12 63:21 substance 11:7 successful 52:21 52:25 sued 27:24 sues 28:5 suite 1:21 3:3,7,11 support 5:2 30:5 30:10 sure 7:13 8:6 9:8 9:15 10:23 11:4,8 14:4 15:7 16:18 18:19 19:13 21:2 21:5 22:3,21 24:4 24:11,25 26:24 27:23 29:11,21 31:6 32:16 33:20 33:21 34:8 35:14 38:19 41:15,23 42:3 43:6,9,13 44:4 47:14,16,21 56:1,1,8 57:20 58:2,20 59:18 suretybondsagen... 3:12	sustain 9:22 swexleresq 3:4 sworn 6:3 61:6 62:12 63:21 t take 40:23 44:15 45:18 taken 2:3 6:10 45:21 55:4,7,15 56:21 61:11 talk 40:15 talking 14:19 40:17 42:5 taylor 1:13 2:2 3:6 4:5 6:2,7 8:21 9:11,14,24 10:25 11:2,16,20 14:20 15:12,13 19:5,8 24:1 27:20 45:22 49:23,23,25,25 50:7 55:19 56:22 61:6 62:10 63:4 63:20 tell 13:21 18:9 20:6,8 22:22 37:1 telling 10:22 ten 7:12,12 10:11 10:13,15 20:21,22 21:15 23:19 45:19 56:18 60:10 term 12:7 31:25 terms 11:11 testified 6:3 testify 61:7 testimony 4:5 61:10 62:5 thank 24:14 30:19 32:13 things 11:6 50:12 think 9:20 11:5,10 12:9,14,16 15:23	28:21,23 33:9 35:17 36:7 38:9 40:21 47:21 52:14 58:3 60:12 thought 41:7 thousand 59:25 three 9:5 10:4 18:25 time 10:3,5 16:4 17:23,24 22:21 26:12 34:25 35:3 35:6,9 36:5,6 39:10 40:10,11 42:10 57:24 61:12 timeframe 14:16 times 6:12,13,14 36:20,23 50:9 title 51:23 titled 53:11 today 9:12 18:2,11 21:14 38:18 54:13 today's 22:7 told 28:2 top 15:16 17:15,25 18:8 21:16 23:15 36:21 42:21 44:7 44:20 53:7 54:4 56:8 59:10,20 60:1,10,11 total 34:7,10 37:19 38:6,17 totalling 38:21 tracking 12:24 transcript 2:1 61:10 62:4 transfer 30:23 53:21 54:6 55:3,4 55:6 transferred 53:22 54:1 55:18
--	---	--	--

transpired 29:2 true 28:2 62:5 trust 23:6 34:21 35:6 52:7,22 54:20 56:23 57:15 57:23 trustee 34:21 35:5 54:20 truth 32:7,15 61:7 61:7,8 try 18:1 trying 24:22 25:18 32:22 turn 30:19 31:12 34:17 41:9,16 42:18 46:1 47:4 48:17 53:1,5,20 54:8,23 turning 19:14 46:10 two 9:5 10:4 13:17 39:20,21 43:17 type 35:24 42:1,1 42:6 47:3 types 12:12,14 58:9,10 typically 42:15 43:23 48:14,16	unpaid 31:21 32:1 37:20,21,22 49:7 51:5,7,10,12,15 use 10:18 17:21 usually 36:1 48:10 53:19	word 11:4 45:1 words 19:11 25:3 work 10:3,4,19 14:18 16:15 18:15 18:17 59:12,12 working 25:18 workout 52:21 works 42:16 worth 16:15 write 41:13 writing 30:2 41:11 55:8 written 25:21 wrong 11:8 44:9
	v	
	v 1:6 63:3 value 13:1 30:23 31:7 53:22 venture 30:23 verbatim 61:10 verified 36:1,2 verify 36:4 veritext 63:1 versus 22:23 42:7 vetted 30:7 viewed 11:23 virtual 1:11 virtue 59:13 volume 59:19	
	w	
	w 1:7 want 20:8 22:23 23:24 27:11 29:12 29:19 37:17 way 26:22 27:10 28:17 34:1 41:1 welcome 52:13,14 52:15 53:9,17 54:16 went 7:11 west 1:20 wexler 3:2,4 4:7 6:5 27:7 32:12 45:18 wilmington 54:19 witness 5:5 60:21 62:1 63:4	
		x
		x 4:2 xi01350 61:21
		y
		yeah 20:11 33:25 41:15 43:10 46:7 55:17 year 40:19 42:7 years 6:25 7:13 8:11 9:22 10:11 26:3 28:22 39:21 yesterday 40:7 50:21
u		
underlying 43:24 44:1 understand 9:15 10:24 15:7 24:11 24:13,19,25 29:11 32:6,22 38:20 41:23 43:6,19 47:14 50:4 58:20 understanding 17:8 19:2 united 1:1		

Federal Rules of Civil Procedure

Rule 30

(e) Review By the Witness; Changes.

(1) Review; Statement of Changes. On request by the deponent or a party before the deposition is completed, the deponent must be allowed 30 days after being notified by the officer that the transcript or recording is available in which:

(A) to review the transcript or recording; and

(B) if there are changes in form or substance, to sign a statement listing the changes and the reasons for making them.

(2) Changes Indicated in the Officer's Certificate. The officer must note in the certificate prescribed by Rule 30(f)(1) whether a review was requested and, if so, must attach any changes the deponent makes during the 30-day period.

DISCLAIMER: THE FOREGOING FEDERAL PROCEDURE RULES ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY.

THE ABOVE RULES ARE CURRENT AS OF APRIL 1, 2019. PLEASE REFER TO THE APPLICABLE FEDERAL RULES OF CIVIL PROCEDURE FOR UP-TO-DATE INFORMATION.

VERITEXT LEGAL SOLUTIONS
COMPANY CERTIFICATE AND DISCLOSURE STATEMENT

Veritext Legal Solutions represents that the foregoing transcript is a true, correct and complete transcript of the colloquies, questions and answers as submitted by the court reporter. Veritext Legal Solutions further represents that the attached exhibits, if any, are true, correct and complete documents as submitted by the court reporter and/or attorneys in relation to this deposition and that the documents were processed in accordance with our litigation support and production standards.

Veritext Legal Solutions is committed to maintaining the confidentiality of client and witness information, in accordance with the regulations promulgated under the Health Insurance Portability and Accountability Act (HIPAA), as amended with respect to protected health information and the Gramm-Leach-Bliley Act, as amended, with respect to Personally Identifiable Information (PII). Physical transcripts and exhibits are managed under strict facility and personnel access controls. Electronic files of documents are stored in encrypted form and are transmitted in an encrypted fashion to authenticated parties who are permitted to access the material. Our data is hosted in a Tier 4 SSAE 16 certified facility.

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